CITY OF PITTSBURG
AGENDA

AUGUST 01, 2022

CITY HALL COUNCIL CHAMBER
65 CIVIC AVENUE, PITTSBURG, CA

CLOSED SESSION
6:00 P.M.

REGULAR MEETINGS
7:00 P.M.

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

PRESIDING

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

AUDIENCE REMARKS

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

6:00 P.M. - CONVENE IN CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION pursuant to Section 54956.9(d)(1)

   Save Mount Diablo v. City of Pittsburg et al., Contra Costa County Superior Court case no. CIVMSN21-0462

2. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Initiation of litigation pursuant to Section 54956.9(d)(4)

   Number of cases: one

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

3. National Night Out

PRESENTATIONS

4. Phase 1 Summary Report for My Brothers Keeper (MBK) Initiative

CITY MANAGER REPORTS/REMARKS

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

PUBLIC COMMENTS

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

COMMITTEE REPORTS

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

CITY COUNCIL MEETING

CONSIDERATION

5. Adoption of City Council Resolution to Approve a Contract Amendment No. 7 to the Delta Diablo Street Sweeping Contract

   The Public Works Department provides street sweeping services for the City as a contractor to Delta Diablo (DD). The previous contract extension expired June 30, 2022. The City and Delta Diablo would like to extend the existing Service Contract with a three-year extension that will begin July 1, 2022 and run through June 30, 2025. The Service Contract exceeds the $75,000 threshold and requires approval of City Council.

6. Adoption of a City Council Resolution Authorizing the Ongoing Purchase of Accela Licenses for Staff

   The City purchased Carahsoft (makers of the Accela software platform) to enable the City's permitting process to be more efficient and provides the best customer service experience for residents and developers living and working in Pittsburg. The City is proposing to purchase additional licenses for staff.

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

7. Minutes of July 18, 2022

8. Adoption of a Pittsburg Power Company Resolution Approving the 2021 Annual Power Source Disclosure Report to the California Energy Commission

   State Law, Public Utilities Code Section 398.1(b), requires all retail suppliers of electricity products to file an annual report with the California Energy Commission (CEC) to disclose resources or fuel types of power procured and sold to end use customers. The Pittsburg Power Company (PPC) provides electricity retail service on Mare Island, Vallejo in the name of Island Energy (IE) and is required by law to disclose the sources of its energy procurement and sales to its end users on Mare Island. The CEC requires the Governing Board of the Pittsburg Power Company to approve its 2021 Annual Power Source Disclosure Report (PSD Report).

9. Adoption of a City Council Resolution to Allocate Funds and Accept the Clean California Grant for Design and Construction of the Living Green Pittsburg - Trail and Community Outreach Project

   The City applied for, and has been awarded, the Clean California Grant totaling

$1,354,000 for design and construction of the Living Green Pittsburg – Trail and Community Outreach Project (the "Project"). The Project will construct a pilot green space with bioswales, trees, artwork, and a Class I trail that will provide better access to the Pittsburg Center Bart Station. The Project will also launch a Citywide "Living Green" campaign that will launch an outreach program and website to educate residents on littering and pollution. Adopting the attached Resolution will accept the grant and allocate funds for the Project.

10. Adoption of City Council Resolution Allocating Additional Funds and Awarding a Purchase Contract for a New 2022 Titan Combination Jet/Vacuum Sewer Cleaner Truck

    The City maintains a fleet of vehicles and equipment necessary for police operations and for maintenance of the City's infrastructure, including a combination jet/vacuum sewer cleaner truck that needs replacement. If approved, this resolution will allocate additional funds and authorize a purchase contract with Municipal Maintenance Equipment, Inc. (MME) for a new 2022 Titan Combination Jet/Vacuum Sewer Cleaner truck.

11. Adoption of a City Council Resolution to Authorize City Manager to Execute a Contract for Water Treatment Plant Chemical Supply – Liquid Chlorine

    The Public Works Department is responsible for the maintenance and operation of the City's Water Treatment Plant and each year solicits bids for necessary chemical supplies. If approved, the resolution will authorize a purchase contract with vendor Thatcher Company of California, Inc. (Thatcher) as the only responsive bidder for Liquid Chlorine in the amount of $110,000.

12. Adoption of a City Council Resolution to Authorize City Manager to Execute a Contract for Water Treatment Plant Chemical Supply – Sodium Hydroxide

    The Public Works Department is responsible for the maintenance and operation of the City's Water Treatment Plant and each year solicits bids for necessary chemical supplies. If approved, the resolution will authorize a purchase contract with vendor Univar USA, Inc. as the lowest responsible, responsive bidder for Sodium Hydroxide (Caustic Soda) in the amount of $200,000.

13. Adoption of a City Council Resolution Approving a Consultant Services Agreement with William K. Faisst, Consulting Engineer, Inc. (WKFCE) for Staff Augmentation - Water Treatment Plant Filter Gallery Replacement

    Pittsburg recently sold approximately $40M of municipal bonds to fund the filter gallery replacement project at the City's water treatment facility. This filter gallery replacement project is paramount to the longevity of the treatment plant and the city's ability to provide drinking water to Pittsburg residents. Successful management of this project will require exceptional knowledge of the treatment plant and ample experience in designing and making improvements to water treatment plants. William K. Faisst, PE, PhD meets, and exceeds these requirements.

14. Adoption of a City Council Resolution Approving the Termination of 401(a) Plan #107079 Between Mission Square and the City of Pittsburg

    Consideration of a Resolution Approving the Termination of 401(a) Plan #107079 Between Mission Square and the City of Pittsburg.

15. Adoption of a City Council Resolution Approving the Terms and Conditions of Employment for IBEW Union, Local 1245 for the Period July 1, 2022 through June 30, 2025

    The City of Pittsburg and IBEW Union, Local 1245 (IBEW) are proposing terms and conditions of employment for IBEW for the period of July 1, 2022 through June 30, 2025 (Contract Period).

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 August 15, 2022

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 up to three minutes to address the Council unless additional time is allowed as provided for spokespersons. Speakers are not permitted to yield their time to another speaker. Prior to speaking, each member of the public shall state their name and business and City of residence in a clear and audible tone of voice. Pursuant to the Brown Act, no action may be taken by the City Council on items not already scheduled on the agenda; however, the City Council may refer your comments/concerns to staff or request that the item be placed on a future agenda.

PUBLIC HEARINGS

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

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

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

In compliance with the Americans with Disabilities Act, the City of Pittsburg will provide special assistance for disabled 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 electronic devices, and that you refrain from making personal, impertinent, or slanderous remarks. Boisterous and disruptive behavior while the Council is in session, and the display of signs in a manner which violates the rights of others or prevents others from watching or fully participating in the Council meeting, is a violation of our Municipal Code and any person who engages in such conduct can be ordered to leave the Council Chamber by the Mayor.

LIVE MEDIA BROADCASTING ADVISEMENT

City Council meetings are webcast live on the City's website at www.pittsburgca.gov on the Streaming Media page. Past meetings are also archived on that webpage. 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. For more information, please contact the City Clerk's office at 252-4850.

City Council Outside Agency / Liaison / Sub-Committees Assignments - 2022

Updated March 7, 2022

OUTSIDE AGENCY BOARDS	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
ABAG	Shanelle Scales-Preston / Holland White Alt.	Standing	Annual	G. Evans
Delta Diablo**	Juan Banales / Shanelle Scales-Preston Alt.	Standing	2nd Wednesday	R. Abono
East Co. Co. County Habitat Conservancy	Juan Banales / Jelani Killings Alternate	Standing	Monthly	J. Davis
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	2nd Thursday	R. Abono
Tri-Delta Transit (2 reps)***	S. Scales-Preston & Merl Craft / Jelani Killings Alt.	Standing	Last Wednesday	R. Abono

LIAISON TO	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
East Bay League of Calif. Cities	Shanelle Scales-Preston / Merl Craft Alt.	Standing	3rd Thursday	*Rotational
Mayor's Conference	Holland White / Shanelle Scales-Preston Alt.	Standing	1st Thursday	G. Evans
School Districts Committee (2x2)	Shanelle Scales-Preston & Merl Craft / Jelani Killings Alt.	Standing	2nd Thursday even months	G. Evans

SUBCOMMITTEES	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
American Rescue Plan Act (ARPA)	Holland White / S. Scales-Preston / Juan Banales Alt.	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 (2)	S. Scales-Preston & Juan Banales / Holland White Alt.	Standing	As needed	R. Abono
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
Economic Develop/Waterfront Subcommittee	Jelani Killings & Holland White / S. Scales-Preston Alt.	Standing	As needed	J. Davis
Finance Subcommittee (1)	Juan Banales & Holland White / S. Scales-Preston Alt.	Standing	As needed	P. Rodrigues
Government Performance Subcommittee	Holland White & Jelani Killings	Ad Hoc	As needed	G. Evans
Hills Committee	Juan Banales & Jelani Killings / Merl Craft Alt.	Ad Hoc	As needed	G. Evans
Land Use Subcommittee (3)	Juan Banales & Holland White / S. Scales-Preston Alt.	Standing	As needed	J. Davis
Los Medanos Health Advisory Committee	S. Scales-Preston & Jelani Killings	Ad Hoc	As needed	G. Evans
Pittsburg Arts & Community Foundation	Merl Craft & S. Scales-Preston / Jelani Killings Alt.	Standing	As needed	G. Evans
Pittsburg Police Activities League (PAL)	Holland White & S. Scales-Preston / Jelani Killings Alt.	Standing	Monthly	B. Addington
Pittsburg Recognition Committee	Holland White / Shanelle Scales-Preston Alt.	Standing	As needed	K. Simonton
Power Company Advisory	Holland White & S. Scales-Preston / 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 & Holland White / Merl Craft Alt.	Standing	As needed	K. Simonton

*Rotational Staff as assigned by City Manager
**Stipend of $170 per month
***Stipend of $100 per month

City of Pittsburg
65 Civic Avenue • Pittsburg, California 94565

Proclamation

NATIONAL NIGHT OUT 2022
August 2, 2022

WHEREAS, the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug and violence prevention program on August 2, 2022 entitled "National Night Out;" and

WHEREAS, the 39th Annual National Night Out provides a unique opportunity for the City of Pittsburg to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, the Neighborhood Watch Crime Prevention Program plays a vital role in assisting the Pittsburg Police Department through joint crime, drug and violence prevention efforts in the City of Pittsburg and is supporting "National Night Out 2022" locally; and

WHEREAS, it is essential that all citizens of Pittsburg be aware of the importance of crime prevention programs and impact that their participation can have on reducing crime, drugs and violence in Pittsburg; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the "National Night Out" program; and

WHEREAS, a celebration is planned for Neighborhood Watch Groups in the City of Pittsburg at Small World Park from 5:00 p.m. until 8:00 p.m. on August 2, 2022;

NOW, THEREFORE, I, Holland Barrett White, Mayor of the City of Pittsburg, on behalf of the entire City Council, hereby call upon all citizens of Pittsburg to join in the National Association of Town Watch in supporting the "39th Annual National Night Out" on August 2, 2022.

CITY OF PITTSBURG CONTRA COSTA CO., CAL.

Holland Barrett White

ATTEST:

Alice E. Evenson, City Clerk

August 2, 2022

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of City Council Resolution to Approve a Contract Amendment No. 7 to the Delta Diablo Street Sweeping Contract

MEETING DATE: August 1, 2022

EXECUTIVE SUMMARY

The Public Works Department provides street sweeping services for the City as a contractor to Delta Diablo. The previous contract extension expired June 30, 2022. The City and Delta Diablo would like to extend the existing Service Contract with a three-year extension that will begin July 1, 2022 and run through June 30, 2025. The Service Contract exceeds the $75,000 threshold and requires approval of City Council.

FISCAL IMPACT

The City will recover the cost of the street sweeping program through charges to Delta Diablo. Projected revenue from this contract for FY 2022-23 is estimated to be $367,000. Revenues from this contract are included in the adopted budget for FY 2022-23 for Public Works, as are the expenses within the Public Works Streets Division (Fund 110).

The contract amendment is for a three-year term and provides for inflationary increases in future years. Staff, equipment and supplies to perform this contract are allocated in the Public Works Department's budget and are offset by payments from Delta Diablo.

RECOMMENDATION

City Council adopt the attached resolution authorizing the City Manager to execute Amendment No. 7 to the Street Sweeping Services Contract with Delta Diablo with a $29.06 per curb mile rate.

BACKGROUND

The City provided street sweeping on its own streets for many years. In 1997, Delta Diablo began charging fees to customers in cities and unincorporated communities of eastern Contra Costa County that are members of the district. These fees cover a variety of services, including sewage collection and treatment and street sweeping services, generally

provided by contractors. Since that time, the City's Public Works Department has provided street sweeping services in Pittsburg as a contractor for Delta Diablo.

On June 19, 2000, the City Council approved Resolution 00-9188 approving a contract between the City and Delta Diablo for street sweeping services for the years 2000 through 2003.

On May 5, 2003, the City Council approved Resolution 03-9809 approving Amendment No. 1 to the Street Sweeping Services Contract with Delta Diablo extending the service term to 2006.

On June 5, 2006, the City Council approved Resolution 06-10556 approving Amendment No. 2 to the Street Sweeping Services Contract with Delta Diablo extending the service term to 2009.

On May 18, 2009, the City Council approved Resolution 09-11222 approving Amendment No. 3 to the Street Sweeping Services Contract with Delta Diablo extending the service term to 2012.

On June 18, 2012, the City Council approved Resolution 12-11828 approving Amendment No. 4 to the Street Sweeping Services Contract with Delta Diablo extending the service term to 2015.

On August 3, 2015, the City Council approved Resolution 15-13095 approving Amendment No. 5 to the Street Sweeping Services Contract with Delta Diablo extending the service term to 2019.

On July 1, 2019, the City Council approved Resolution 19-13661 approving Amendment No. 6 to the Street Sweeping Services Contract with Delta Diablo extending the service term to 2022.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Public Works Department's current service level provides for major arterial and collector streets and business district to be swept weekly, with residential streets swept twice per month. Many jurisdictions in Contra Costa County sweep residential streets just once per month.

The Public Works Department has been providing this service by contract to Delta Diablo since July, 1997. A "per-mile" fee charged to Delta Diablo recovers the cost to the City for the work performed by Public Works staff. The attached contract Amendment No. 7 will extend the street sweeping services in the City by Public Works personnel for the next three years at a rate of $29.06 per curb mile which is a 20% increase from the previous rate. The rate includes consideration for increased vehicle replacement cost, major increases in fuel costs, labor costs, vehicle depreciation and replacement based on a seven-year operating life for machine sweepers.

The Delta Diablo Board of Directors approved the new Street Sweeping Services Amendment No. 7 with the City at its regular meeting on June 22, 2022. Staff recommends the City Council approve the attached resolution to extend the Street Sweeping Services Contract.

ATTACHMENTS: Resolution
Delta Diablo Amendment No. 7

Report Prepared By: Natasha Farmer, Public Works Administrative Analyst I

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing Execution of	)	RESOLUTION NO. 22-
Street Sweeping Contract	)	
Amendment No. 7 with Delta Diablo	)	

WHEREAS, Delta Diablo, formerly known as Delta Diablo Sanitation District, is responsible and collects fees for a variety of services, including street sweeping; and

WHEREAS, the City of Pittsburg's Public Works Department has continued to provide street sweeping for the City of Pittsburg functioning as a contractor to the Delta Diablo since its inception in 1997; and

WHEREAS, contract amendment No. 6 expired on June 30, 2022, and Delta Diablo is prepared to enter into an amendment beginning July 1, 2022 to extend the duration by three years and increase the compensation to the City; and

WHEREAS, Delta Diablo Board of Directors approved extending the contract at a regular meeting on June 22, 2022; and

WHEREAS, the proposed amendment sets forth a charge of $29.06 per curb-mile swept.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to execute the Street Sweeping Contract Amendment No. 7 with Delta Diablo.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 1st day of August 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

ITEM H/8

June 22, 2022

AUTHORIZE GENERAL MANAGER TO EXECUTE AMENDMENT NO. 7 TO STREET SWEEPING SERVICES AGREEMENT, EXTENDING THE TERM FOR THREE YEARS, JULY 1, 2022 TO JUNE 30, 2025, AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED $385,000 PER YEAR, CITY OF PITTSBURG, STREET SWEEPING SERVICES

Recommendation

Authorize the General Manager to execute Amendment No. 7 to the Agreement with the City of Pittsburg (City) for street sweeping services in the city of Pittsburg (Zone 2) for an amount not to exceed $385,000 per year for three years.

Background Information

Street sweeping is one of the pollution prevention activities provided by the District for residents and businesses in its service area. Street sweeping is an effective method of protecting water quality by removing pollutants from streets for proper treatment before they enter local waterways. The District and the City entered into a three-year agreement on June 20, 2000 to provide street sweeping services within the City. Since then, the City and the District have executed six amendments to the contract. Amendment No. 6 was approved by the Board in June 2019 and extended the contract term from July 1, 2019 through June 30, 2022.

Analysis

Amendment No. 7 would extend the term of this agreement from July 1, 2022 through June 30, 2025 and increase the annual cost by $70,000. The City identified increased labor, fuel, and consumable material expenses that have resulted in overall increased operating costs to continue providing this service. The City requested a maximum rate of $29.61 per curb-mile for the next three-year period, which represents a 25% increase over the current rate of $23.25 per curb-mile. The rate includes equipment depreciation, inflation, labor, and fuel costs. The City would like to continue providing street sweeping services as a "City-provided service" and has performed these street sweeping services very well over numerous years. Following review, staff determined the proposed adjusted rate is competitive when compared to other local agencies. Based on a history of reliable service and competitive costs, staff recommends extending the existing contract with the City for three years through June 30, 2025.

Financial Impact

Current annual revenue and street sweeping reserve fund will cover the additional costs without the need for increased street sweeping rates over the term of this agreement. Sufficient funding for this contract amendment has been included in the proposed Fiscal Year 2022/2023 Budget.

Attachment

Delta Diablo Agreement Amendment No. 7, City of Pittsburg Street Sweeping Services

Reviewed by: _____

Dean Eckerson
Resource Recovery Services Director

cc: Garrett Evans, City Manager, City of Pittsburg
District File No. CORP.10-AGR

DELTA DIABLO
AGREEMENT AMENDMENT
City of Pittsburg Street Sweeping Services

Amendment No. 7

1. **EFFECTIVE DATE AND PARTIES**: Delta Diablo (formerly Delta Diablo Sanitation District), a political subdivision of the State of California (hereinafter called the "District"), and the City of Pittsburg (hereinafter called the "Contractor"), entered into an Agreement, dated July 12, 2000, to provide Street Sweeping Services for the District through the period of June 30, 2003. In June 2003, an amendment (Amendment No. 1) was approved to extend the contract term from July 1, 2003, through June 30, 2006. Amendment No. 2 was approved in June 2006 extending the contract term from July 1, 2006, through June 30, 2009. Amendment No. 3 was approved in June 2009 extending the contract term from July 1, 2009, through June 30, 2012. Amendment 4 was approved in June 2012 extending the contract term from July 1, 2012, through June 30, 2015. Amendment No. 5 was approved in August 2015 extending the contract term from September 1, 2015, through June 30, 2018, and Amendment No. 6 was approved in June 2019 extending the contract term from July 1, 2019 through June 30, 2022. The parties now desire to amend that Agreement as follows:

2. **PURPOSE**: To continue to provide street sweeping services in the City of Pittsburg.

3. **AMENDMENT**:
   Article 6: TERM OF AGREEMENT, shall be deleted and replaced with the following:
   i. The term of this Agreement shall be from July 1, 2022, through June 30, 2025.

   Article 7: COMPENSATION, first paragraph shall be deleted and replaced by the following:
   i. It is agreed that the compensation to be paid to the Contractor for machine sweeping services described in Article 3 and 4 herein covered by this Agreement shall not exceed $29.61 per curb-mile and $385,000 per fiscal year for the period of July 1, 2022, through June 30, 2025. These rates include consideration for vehicle depreciation and replacement based on a seven (7) year operating life for machine sweepers.

4. **EFFECT**: This Amendment is effective on the last date entered below. Except for the amendments agreed to herein, the above-referenced Agreement remains in full force and effect.

Delta Diablo	**City of Pittsburg**
By: _____	By: _____
Vince De Lange, General Manager	Garrett Evans, City Manager
Date: _____	Date: _____

District Contact: Dustin Bloomfield
Maintenance Manager

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the Ongoing Purchase of Accela Licenses for Staff

MEETING DATE: August 1, 2022

EXECUTIVE SUMMARY

The City purchased Carahsoft (makers of the Accela software platform) to enable the City's permitting process to be more efficient and provides the best customer service experience for residents and developers living and working in Pittsburg. The City is proposing to purchase additional licenses for staff.

FISCAL IMPACT

For the current renewal term ("First Renewal Term"), each Accela license is expected to cost between $2,446.25 and $2,935.50; pursuant to the existing software purchase agreement, this cost will increase no more than 3% each year for the next three years. Staff anticipates the purchase of an additional 5-8 licenses, totaling up to $23,484 during the current renewal term, which will be paid for out of the existing Building, Planning, and Engineering budgets for software purchases. The authorization would authorize the purchase of the necessary number of licenses in an amount not to exceed $100,000 annually for the length of the term of the existing contract with Carahsoft.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution authoring the purchase of additional Accela licenses.

BACKGROUND

On May 18, 2020, the City Council adopted the City's Goals and Priorities for Fiscal Year 2020-21. Among the goals were directives to "increase efficiency of City operations through technology and streamlined processes," and "create more transparency, predictability and efficiency for new development proposals."

On June 15, 2020, the City Council approved Resolution 20-13792 authorizing an application to the Local Early Action Planning grant program to support several projects, including $100,000 for the purchase of software to facilitate production of housing in the City.

On September 21, 2020, the City Council adopted Resolution No. 20-13831, approving a software purchase agreement with Carahsoft in an amount not-to-exceed $520,475, as well as a loan agreement with the GHAD. Accela is an online permitting software which has proven to provide an effective solution for residents and contractors to apply for and obtain development permits completely online.

On February 16, 2022, the City's Accela application portal went live. Permit applicants are now able to submit plans digitally, and receive email, telephone, text and real-time updates on project application status, receive fee estimates and make payments online. The new system has proven to streamline the review process across the Planning, Engineering and Building Inspection divisions.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The City Council previously authorized a software purchase agreement with Caharasoft in an amount not-to-exceed $520,475. This authorization provided for the cost to implement the software, as well as five years of licensing costs; the cost proposal provided for 18 full licenses and nine mobile licenses, with an initial licensing subtotal of $58,425, which increase up to 3% each year.

Staff has determined that additional licenses are required in order to ensure that all necessary staff, including but not limited to Planning, Building, Engineering, and IT staff, has access to the Accela portal. The requested authorization would allow staff to purchase single-user licenses for each employee requiring one, and as such, additional or fewer licenses will be purchased as staffing fluctuates. Each license is transferable between outgoing and incoming staff members.

ATTACHMENTS:

1. Resolution

Report Prepared By: Jordan Davis, Director of Community and Economic Development

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the Ongoing Purchase of Accela Licenses for Staff) RESOLUTION NO. 22-_____

WHEREAS, on May 18, 2020, the City Council adopted the City's Goals and Priorities for Fiscal Year 2020-21. Among the goals were directives to "increase efficiency of City operations through technology and streamlined processes," and "create more transparency, predictability and efficiency for new development proposals"; and

WHEREAS, Accela is an online permitting software for residents and contractors to apply for and obtain development permits completely online; and

WHEREAS, on September 21, 2020, the City Council adopted Resolution No. 20-13831, approving a software purchase agreement with Carahsoft (makers of the Accela software platform) in an amount not-to-exceed $520,475, as well as a loan agreement with the GHAD; and

WHEREAS, the September 21, 2020 authorization provided for the cost to implement the software, as well as five years of licensing costs. The cost proposal provided for 18 full licenses and nine mobile licenses; and

WHEREAS, on February 16, 2022, the City's Accela application portal went live. Permit applicants are now able to submit plans digitally, and receive email, telephone, text and real-time updates on project application status, receive fee estimates and make payments online; and

WHEREAS, the new system has proven to streamline the review process across the Planning, Engineering and Building Inspection divisions; and

WHEREAS, staff has requested authorization to purchase additional licenses in order to ensure that all necessary staff, including but not limited to the Planning, Building, Engineering, and IT staff, has access to the Accela portal; and

WHEREAS, the requested authorization would allow staff to purchase single-user licenses for each employee requiring one, and as such, additional or fewer licenses will be purchased as staffing fluctuates; and

WHEREAS, the City Council has determined that the additional licenses are necessary to continue to provide the best customer service experience for residents and developers living and working in Pittsburg.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager or their designee to determine the appropriate and necessary number of Accela licenses to provide one license per employee requiring such to carry out the duties of their position; and negotiate and execute the purchase of said licenses in an amount not to exceed One Hundred Thousand Dollars ($100,000) annually for the duration of the contract with Carahsoft.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 1st day of August 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES

DATE: July 18, 2022

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

CITY COUNCIL.AGENCY MEMBERS
Holland Barrett White, Mayor/Chair
Shanelle Scales-Preston, Vice-Mayor/Chair
Juan Antonio Banales, Council/Agency Member
Jelani Killings, Council/Agency Member
Marilyn Craft, 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)

Vice-Mayor Scales-Preston called the meeting to order at 7:00 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening at 5:00 P.M. for Commission Candidate Interviews and in Closed Session at 5:30 P.M. for the following items:

1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION pursuant to Section 54956.9(d)(1)

Save Mount Diablo v. City of Pittsburg et al., Contra Costa County Superior Court case no. CIVMSN21-0462

And

City of Long Beach v. Monsanto Company et al., United States District Court, Central District, Case 2:16-cv-03493-FMO-AS (class action)

2. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to Section 54956.9(d)(2)

Number of cases: two

3. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

City designated representatives: Garrett Evans, Maria Aliotti, Jennifer Brizel

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

Prior to convening in Closed Session, Amber Wilson spoke regarding Item 2 on the Closed Session agenda.

There was no reportable action taken during Closed Session for Items 2 and 3 and for the existing litigation of Save Mount Diablo v. city of Pittsburg et al. For the City of Long Beach v. Monsanto et al, the City Council, by a vote of 4-0 to opt out of the class action suit and directed staff to send the opt out letter before the July 25 deadline.

ROLL CALL

Mayor White was absent and excused.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

PRESENTATIONS

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

CITY MANAGER REPORTS/REMARKS

Deputy City Manager Aliotti reported on upcoming City events, COVID, and the recent fires.

PUBLIC COMMENTS

Charles Clark, Pittsburg spoke regarding speeding in his neighborhood.

Pam Cunningham, Pittsburg, spoke regarding vandalism, cars being broken into and glass on the sidewalk as a result.

Don Jackson, Pittsburg spoke regarding the smoke from the fires.

Gerry Jackson, Pittsburg, spoke regarding the smoke from the fires.

Siu Ling, Pittsburg, thanked the Fire Department for their efforts with the fires.

Raymond Baldazo, Pittsburg, spoke regarding speeding on Cumberland.

Mark Linde, Pittsburg, spoke regarding an update on the fires.

Ming Chu, Pittsburg, spoke regarding safety issues and a non-working camera in the area behind the California Theatre.

COMMITTEE REPORTS

Member Killings attended the Economic Development subcommittee.

Vice-Mayor Scales-Preston attended the Los Medanos Health Advisory Committee.

JOINT CITY OF PITTSBURG AND PITTSBURG INFRASTRUCTURE FINANCING AUTHORITY

PUBLIC HEARING

5. Adoption of City Council Resolutions Adopting a Reassessment Report, Confirming and Ordering the Reassessment by Summary Proceedings and Authorizing and Directing Related Actions; Declaring the Intention to Establish Reassessment District 2022-1 and Levy Reassessments and to Issue Refunding Bonds; Authorizing the Issuance of Revenue Refunding Bonds and Approving and Authorizing Related Documents and Actions and a Pittsburg Infrastructure Financing Authority Resolution Authorizing the Execution of an Escrow Agreement in Connection with the Refunding of the 2011 Bonds and Approving and Authorizing Related Documents and Actions

Vice-Mayor/Chair Scales-Preston opened the public hearing. There being no one to speak to the item, Vice-Mayor/Chair Scales-Preston closed the public hearing.

On Motion by Member Banales, seconded by Member Killings to adopt all resolutions and carried by the following vote:

AYES: Banales, Craft, Killings, Scales-Preston
ABSENT: White

CITY COUNCIL MEETING

PUBLIC HEARING

6. Adoption of a City Council Resolution to Confirm the Engineer's Report, District Diagram and Assessment, and Levy the Annual Assessment for Citywide Landscaping & Lighting Assessment District 1988-01 for Fiscal Year 2022-23

Vice-Mayor Scales-Preston opened the public hearing. There being no one to speak to the item, Vice-Mayor Scales-Preston closed the public hearing.

On Motion by Member Killings, seconded by Member Banales to adopt and carried by the following vote:

AYES: Banales, Craft, Killings, Scales-Preston
ABSENT: White

7. Adoption of a City Council Resolution to Confirm the Engineer's Report, District Diagram and Assessment, and Levy the Annual Assessment for Oak Hills Landscaping & Lighting Assessment District 1988-02 for Fiscal Year 2022-23

Vice-Mayor Scales-Preston opened the public hearing. There being no one to speak to the item, Vice-Mayor Scales-Preston closed the public hearing.

On Motion by Member Killings, seconded by Member Craft to adopt and carried by the following vote:

AYES: Banales, Craft, Killings, Scales-Preston
ABSENT: White

8. By Minute Order, Receive Triennial Report on Drinking Water Public Health Goals

Vice-Mayor Scales-Preston opened the public hearing. There being no one to speak to the item, Vice-Mayor Scales-Preston closed the public hearing.

On Motion by Member Craft, seconded by Member Banales to adopt and carried by the following vote:

AYES: Banales, Craft, Killings, Scales-Preston
ABSENT: White

9. Adoption of a City Council Resolution to Amend Water Rates

Vice-Mayor Scales-Preston opened the public hearing.

Mark Linde, Pittsburg, asked for a one year extension before implementing the increase.

Two unidentified residents protested the water rate increase.

There being no one to speak further to the item, Vice-Mayor Scales-Preston closed the public hearing.

On Motion by Member Banales, seconded by Member Killings to adopt and carried by the following vote:

AYES: Banales, Craft, Killings, Scales-Preston
ABSENT: White

CONSIDERATION

10. By Minute Order, Select Commission Appointments to Vacancies on the Youth Advisory Commission and Planning Commission

On Motion by Member Banales, seconded by Member Killings to appoint Loveleen Badhan to the Youth Commission and carried by the following vote:

AYES: Banales, Craft, Killings, Scales-Preston
ABSENT: White

On Motion by Member Killings, seconded by Member Banales to appoint Morriah

Crose to the Youth Commission and carried by the following vote:

AYES: Banales, Craft, Killings, Scales-Preston
ABSENT: White

On Motion by Member Killings, seconded by Member Craft to appoint Marvin Orozco to the Youth Commission and carried by the following vote:

AYES: Banales, Craft, Killings, Scales-Preston
ABSENT: White

On Motion by Vice-Mayor Scales-Preston, seconded by Member Banales to appoint Dionne Adams to the Planning Commission and carried by the following vote:

AYES: Banales, Killings, Scales-Preston
ABSTAIN: Craft
ABSENT: White

11. Adoption of a City Council Resolution Allocating Funding and Approving the Five-Year Capital Improvement Program for Fiscal Years 2022/23 Through 2026/27

On Motion by Member Banales, seconded by Member Craft to adopt and carried by the following vote:

AYES: Banales, Craft, Killings, Scales-Preston
ABSENT: White

12. Adoption of a City Council Resolution Approving a Purchase and Sale Agreement between the City of Pittsburg and Pittsburg Land Holdings LLC

Mark Linde, Pittsburg, inquired about the appraised value of the property.

On Motion by Member Killings, seconded by Member Craft to adopt and carried by the following vote:

AYES: Banales, Craft, Killings, Scales-Preston
ABSENT: White

13. Adoption of a City Council Resolution to Approve a Fifth Amendment to the ranchise Agreement for Refuse and Recycling Collection and Disposal between Pittsburg Disposal and Debris Box Service, Inc. and the City of Pittsburg

On Motion by Member Craft, seconded by Member Killings to adopt and carried by the following vote:

AYES: Banales, Craft, Killings, Scales-Preston
ABSENT: White

14. Adoption of a City Council Resolution to Amend Lease Agreements at 27 and 31 Marina Boulevard between the City of Pittsburg and Global Resources Trading, LLC.

On Motion by Member Killings, seconded by Member Banales to adopt and carried by the following vote:

AYES: Banales, Craft, Killings, Scales-Preston
ABSENT: White

CONFLICT OF INTEREST STATEMENT

There were no conflicts of interest statements.

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

On Motion by Member Killings, seconded by Member Craft to adopt and carried by the following vote:

AYES: Banales, Craft, Killings, Scales-Preston
ABSENT: White

15. Minutes of June 20, 2022

16. Adoption of a City Council Resolution Designating a Voting Delegate at the League of California Cities Annual Conference in September 2022

17. Adoption of a City Council Resolution to Authorize the City Manager to Award a Contract for Water Treatment Plant Chemical Supply – Sodium Chlorite

18. Adoption of a City Council Resolution Accepting Project of Project 5006, Water System Reliability Project Phase IA - Buchanan Road Emergency Waterline Repair as Complete and Direct the City Engineer to File a Notice of Completion

19. Adoption of a City Council Resolution Approving a Consultant Agreement for Design of Contract 2021-20, Delta View Sports Fields, Project 3080

20. Adoption of a City Council Resolution to Accept Project 2207, West Leland Road Safety Improvement Project as Complete and Authorize the City Engineer to File a Notice of Completion

21. Adoption of a City Council Resolution Authorizing the City Manager to Execute Purchase Agreement for Water and Sewer Supplies

22. Adoption of a City Council Resolution Authorizing the City Manager to Negotiate and Execute a Contract for Automatic Meter Reading Supplies

23. Adoption of a City Council Resolution to Temporarily Amend the Police Department Staffing Allocation

24. Adoption of a City Council Resolution Approving the Terms and Conditions of Employment for AFSCME Union, Local 512 for the Period July 1, 2022, through June 30, 2025

25. Adoption of a City Council Resolution Approving the Terms and Conditions of Employment for the Pittsburg Police Officers' Association for the Period July 1, 2022 through June 30, 2025

26. Adoption of a City Council Resolution Amending the Management Group and Senior Executive Team Salary and Benefit Schedules

27. Adoption of a City Council Resolution Approving the Terms and Conditions of Employment for Teamsters Union, Local 856 for the Period July 1, 2022 through June 30, 2025

28. Adoption of a City Council Resolution Approving the Terms and Conditions of Employment for Pittsburg Police Managers Group for the Period July 1, 2022, through June 30, 2025

29. Adoption of a City Council Resolution Making Findings in Support of Continuing to Hold Public Subcommittee Meetings by Teleconference Pursuant to California Government Code Section 54953(e)

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

Member Craft attended the ceremony for outgoing Police Chief Addington, and welcoming Police Chief Albanese. She also attended the tribute to Guillermo Muniz of New Mecca.

Vice-Mayor Scales-Preston attended the ceremony and dinner for the Police Chiefs.

ADJOURNMENT

The City Council adjourned at 9:41 P.M. to August 1, 2022 ***in memory of Joan Evola***.

Respectfully submitted,

Alice E. Evenson, City Clerk

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

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Pittsburg Power Company Resolution Approving the 2021 Annual Power Source Disclosure Report to the California Energy Commission

MEETING DATE: August 1, 2022

EXECUTIVE SUMMARY

State Law, Public Utilities Code Section 398.1(b), requires all retail suppliers of electricity products to file an annual report with the California Energy Commission (CEC) to disclose resources or fuel types of power procured and sold to end use customers. The Pittsburg Power Company (PPC) provides electricity retail service on Mare Island, Vallejo in the name of Island Energy (IE) and is required by law to disclose the sources of its energy procurement and sales to its end users on Mare Island. The CEC requires the Governing Board of the PPC to approve its 2021 Annual Power Source Disclosure Report (2021 Annual PSD Report).

FISCAL IMPACT

Approval of the 2021 Annual PSD Report has no fiscal impact to IE's Enterprise Fund or the City's General Fund.

RECOMMENDATION

The Governing Board of the PPC approve the 2021 Annual PSD Report, attests the information contained in the report is true and accurate and the energy that PPC procured was sold once and only once to end use customers on Mare Island, Vallejo.

BACKGROUND

Electricity retail suppliers are required to report the resources or fuel types of power procured and sold in the form of a PSD Report developed by the CEC. The CEC also requires the PSD Report to be independently audited. An electricity retail supplier that is a public agency, such as PPC, is not required to comply with the audit requirements if the board of directors of the public agency approves the PSD Report at a public meeting and attests the information contained in the PSD Report is accurate.

SUBCOMMITTEE FINDINGS

The 2021 Annual PSD Report was presented to the PPC Subcommittee on May 24, 2022.

STAFF ANALYSIS

The 2021 Annual PSD Report shows that during calendar year 2021, 29.0% of PPC's annual electricity sales to end use customers was purchased from solar generation, 0.5% from eligible hydroelectric sources, 25.4% from large hydroelectric generation, 4.1% from onsite distributed solar generation and 40.9% from unspecified source. In total, 29.5% of IE's 2021 annual electricity sales to end use customers comes from CEC certified renewable sources. The methodology used in preparation of the 2021 Annual PSD Report is consistent with the CEC's filing guidelines.

The 40.9% purchase from unspecified sources was power purchased from the California energy market and its sources of generation cannot be specified.

The 2021 Annual PSD Report was filed with CEC on May 26, 2022, to meet the reporting deadline of June 1, 2022. In addition, the CEC regulations authorize a public agency electric retail provider that offers only one electricity product to approve submission of an attestation of the veracity of the annual report, in lieu of a requirement to provide a verification from an auditor.

ATTACHMENTS: Resolution
2021 Pittsburg Power Company Power Disclosure Report

Report Prepared By: Vanessa Xie, Administrative Officer

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY

In the Matter of:

Approving the 2021 Annual Power Source)
Disclosure Report to the California Energy)
Commission) RESOLUTION NO.

WHEREAS, the Pittsburg Power Company (PPC), a Joint Powers Authority, provides electricity and natural gas retail service at Mare Island, Vallejo in the name of Island Energy (IE); and

WHEREAS, State law and regulations require all retail suppliers of electricity products to file an annual report with the California Energy Commission (CEC) to disclose resources or fuel types of power procured and sold to end use customers, and attest that electricity was sold only once to retail customers; and

WHEREAS, PPC, in compliance with the State law (Public Utilities Code 398.1(b)), is disclosing the sources of its energy procurement and sales to its end users on Mare Island, Vallejo; and

WHEREAS, the 2021 Annual Power Source Disclosure Report (2021 Annual PSD Report) was submitted to the CEC on May 26, 2022, to meet the reporting deadline; and

WHEREAS, the CEC regulations authorize a public agency electric retail provider that offers only one electricity product to approve submission of an attestation of the veracity of the annual report, in lieu of a requirement to provide a report from an auditor.

NOW, THEREFORE BE IT RESOLVED, the Governing Board of the Pittsburg Power Company hereby approves the 2021 Annual PSD Report and attests to the veracity of said report, and attests that the energy procured by IE was sold once and only once to end use customers on Mare Island, Vallejo.

PASSED AND ADOPTED by the Governing Board of the Pittsburg Power Company at a regular meeting on the 1st day of August 2022 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Holland Barrett White, Chair

ATTEST:

_____
Garrett Evans, Executive Secretary

2021 POWER SOURCE DISCLOSURE ANNUAL REPORT
For the Year Ending December 31, 2021

Retail suppliers are required to use the posted template and are not allowed to make edits to this format. Please complete all requested information.

GENERAL INSTRUCTIONS

RETAIL SUPPLIER NAME
PITTSBURG POWER COMPANY

ELECTRICITY PORTFOLIO NAME
ELECTRICITY RETAIL SERVICE

CONTACT INFORMATION	
NAME	Vanessa Xie
TITLE	Administrative Officer
MAILING ADDRESS	995 Walnut Avenue
CITY, STATE, ZIP	Vallejo CA 94591
PHONE	9252524097
EMAIL	Vxie@pittsburgca.gov
WEBSITE URL FOR PCL POSTING	www.islandenergy.com

Submit the Annual Report and signed Attestation in PDF format with the Excel version of the Annual Report to PSDprogram@energy.ca.gov. Remember to complete the Retail Supplier Name, Electricity Portfolio Name, and contact information above, and submit separate reports and attestations for each additional portfolio if multiple were offered in the previous year.

NOTE: Information submitted in this report is not automatically held confidential. If your company wishes the information submitted to be considered confidential an authorized representative must submit an application for confidential designation (CEC-13), which can be found on the California Energy Commissions's website at https://www.energy.ca.gov/about/divisions-and-offices/chief-counsels-office.

If you have questions, contact Power Source Disclosure (PSD) staff at PSDprogram@energy.ca.gov or (916) 805-7439.

2021 POWER SOURCE DISCLOSURE ANNUAL REPORT
SCHEDULE 1: PROCUREMENTS AND RETAIL SALES
For the Year Ending December 31, 2021
(PITTSBURG POWER COMPANY)
(ELECTRICITY RETAIL SERVICE)

Instructions: Enter information about power procurements underlying this electricity portfolio for which your company is filing the Annual Report. Insert additional rows as needed. All fields in white should be filled out. **Fields in grey auto-populate as needed and should not be filled out.** For EIA IDs for unspecified power or specified system mixes from asset-controlling suppliers, enter "Unspecified Power", "BPA", or "Tacoma Power" as applicable. For specified procurements of ACS power, use the ACS Procurement Calculator to calculate the resource breakdown comprising the ACS system mix. **Procurements of unspecified power must not be entered as line items below; unspecified power will be calculated automatically in cell N9.** Unbundled RECs must not be entered on Schedule 1; these products must be entered on Schedule 2. At the bottom portion of the schedule, provide the other electricity end-uses that are not retail sales including, but not limited to transmission and distribution losses or municipal street lighting. Amounts should be in megawatt-hours.

Retail Sales (MWh)	23,662
Net Specified Procurement (MWh)	13,978
Unspecified Power (MWh)	9,684
Procurement to be adjusted	-
Net Specified Natural Gas	-
Net Specified Coal & Other Fossil Fuels	975
Net Specified Nuclear, Large Hydro, Renewables, and ACS Power	13,003
GHG Emissions (excludes grandfathered emissions)	4,145
GHG Emissions Intensity (in MT CO_2e/MWh)	0.1752

DIRECTLY DELIVERED RENEWABLES

Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO_2e/MWh)	GHG Emissions (in MT CO_2e)	N/A
Lewiston Powerplant - Lewiston	Eligible hydro	CA	W1108	61044		977	7	-	7	7	-	-	
Nimbus Powerplant - Nimbus Plant (2)	Eligible hydro	CA	W1161	61045		444	98	-	98	98	-	-	
Stampede Powerplant - Stampede (2)	Eligible hydro	CA	W1177	61046		7066	15	-	15	15	-	-	
Whitney Point Solar, LLC	Solar	CA	W5441	61186A		60975	6,862	-	6,862	6,862	-	-	
		CA							-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		

FIRMED-AND-SHAPED IMPORTS

Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	EIA ID of REC Source	EIA ID of Substitute Power	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO_2e/MWh)	GHG Emissions (in MT CO_2e)	Eligible for Grandfathered Emissions?
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		

SPECIFIED NON-RENEWABLE PROCUREMENTS

Facility Name	Fuel Type	State or Province	N/A	N/A	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO_2e/MWh)	GHG Emissions (in MT CO_2e)	N/A
Folsom Powerplant - Folsom Unit 1	Large Hydro	CA				441	97	-	97	97	-	-	
Folsom Powerplant - Folsom Unit 2	Large Hydro	CA				441	118	-	118	118	-	-	
Folsom Powerplant - Folsom Unit 3	Large Hydro	CA				441	82	-	82	82	-	-	
New Melones Powerplant - New Melones Unit 1	Large Hydro	CA				6158	631	-	631	631	-	-	
New Melones Powerplant - New Melones Unit 2	Large Hydro	CA				6158	273	-	273	273	-	-	
Gianelli Powerplant - Gianelli (6)	Large Hydro	CA				448	17	-	17	17	-	-	
Gianelli Powerplant - Gianelli (2)	Large Hydro	CA				448	199		199	199	-	-	
J.F. Carr Powerplant - J.F. Carr Unit 1	Large Hydro	CA				442	471	-	471	471	-	-	
J.F. Carr Powerplant - J.F. Carr Unit 2	Large Hydro	CA				442	311	-	311	311	-	-	
Keswick Powerplant - Keswick Powerplant (3)	Large hydro	CA				443	608	-	608	608	-	-	
Shasta Powerplant - Shasta Unit 1	Large hydro	CA				445	171	-	171	171	-	-	
Shasta Powerplant - Shasta Unit 2	Large hydro	CA				445	371	-	371	371	-	-	
Shasta Powerplant - Shasta Unit 3	Large hydro	CA				445	449	-	449	449	-	-	
Shasta Powerplant - Shasta Unit 4	Large hydro	CA				445	464	-	464	464	-	-	
Shasta Powerplant - Shasta Unit 5	Large hydro	CA				445	528	-	528	528	-	-	
Spring Creek Powerplant - Spring Creek Unit 1	Large hydro	CA				450	390	-	390	390	-	-	
Spring Creek Powerplant - Spring Creek Unit 2	Large hydro	CA				450	235	-	235	235	-	-	
Trinity Powerplant - Trinity Unit 1	Large hydro	CA				451	581	-	581	581	-	-	
O'Neill Powerplant - O'Neil (alt 3)	Large hydro	CA				446	25	-	25	25	-	-	
Rooftop Solar-City of Pittsburg	Other	CA				P242	975	-	975	975	-	-	
									-	-	#N/A		

PROCUREMENTS FROM ASSET-CONTROLLING SUPPLIERS

Facility Name	Fuel Type	N/A	N/A	N/A	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO_2e/MWh)	GHG Emissions (in MT CO_2e)	N/A
										-	#N/A		
										-	#N/A		
										-	#N/A		
										-	#N/A		

END USES OTHER THAN RETAIL SALES	MWh
Self Consumption	452.000

2021 POWER SOURCE DISCLOSURE ANNUAL REPORT
SCHEDULE 2: RETIRED UNBUNDLED RECS
For the Year Ending December 31, 2021
(PITTSBURG POWER COMPANY)
(ELECTRICITY RETAIL SERVICE)

INSTRUCTIONS: Enter information about retired unbundled RECs associated with this electricity portfolio. Insert additional rows as needed. All fields in white should be filled out. Fields in grey auto-populate as needed and should not be filled out.

				Total Retired Unbundled RECs	-
RETIRED UNBUNDLED RECS					
Facility Name	Fuel Type	State or Province	RPS ID	Total Retired (in MWh)	

2021 POWER SOURCE DISCLOSURE ANNUAL REPORT
SCHEDULE 3: POWER CONTENT LABEL DATA
For the Year Ending December 31, 2021
(PITTSBURG POWER COMPANY)
(ELECTRICITY RETAIL SERVICE)

Instructions: No data input is needed on this schedule. Retail suppliers should use these auto-populated calculations to fill out their Power Content Labels.

	Adjusted Net Procured (MWh)	Percent of Total Retail Sales
Renewable Procurements	6,982	29.5%
Biomass & Biowaste	-	0.0%
Geothermal	-	0.0%
Eligible Hydroelectric	120	0.5%
Solar	6,862	29.0%
Wind	-	0.0%
Coal	-	0.0%
Large Hydroelectric	6,021	25.4%
Natural gas	-	0.0%
Nuclear	-	0.0%
Other	975	4.1%
Unspecified Power	9,684	40.9%
Total	**23,662**	**100.0%**

Total Retail Sales (MWh)	**23,662**
GHG Emissions Intensity (converted to lbs CO_2e/MWh)	**386**
Percentage of Retail Sales Covered by Retired Unbundled RECs	**0.0%**

ASSET CONTROLLING SUPPLIER RESOURCE MIX CALCULATOR

Instructions: Enter total net specified procurement of ACS system resources into cell A8 or A23. In Column E, the calculator will determine quantities of resource-specific net procurement for entry on Schedule 1.

Net MWh Procured	N/A	Bonneville Power Administration Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
		Biomass & biowaste		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar	0.00	-
		Wind		-
		Coal		-
		Large hydroelectric	0.82	-
		Natural gas		-
		Nuclear	0.11	-
		Other	0.01	-
		Unspecified Power	0.05	-

Net MWh Procured	N/A	Tacoma Power Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
		Biomass & biowaste		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar		-
		Wind		-
		Coal		-
		Large hydroelectric	0.86	-
		Natural gas		-
		Nuclear	0.07	-
		Other		-
		Unspecified Power	0.08	-

2021 POWER SOURCE DISCLOSURE ANNUAL REPORT ATTESTATION FORM
For the Year Ending December 31, 2021
(PITTSBURG POWER COMPANY)
(ELECTRICITY RETAIL SERVICE)

I, (print name) Vanessa Xie,
(title) **Administrative Officer**, **declare under penalty of perjury, that the statements contained in this report including Schedules 1, 2, and 3 are true and correct and that I, as an authorized agent of** (print name of company) **Pittsburg Power Company**, **have authority to submit this report on the company's behalf. I further declare that the megawatt-hours claimed as specified purchases as shown in these Schedules were, to the best of my knowledge, sold once and only once to retail customers.**

Name: Vanessa Xie
Representing (Retail Supplier): Pittsburg Power Company
Signature:
Dated: 05/26/2022
Executed at: 995 WAlnut Avenue, Vallejo CA 94592

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 Accepting the Clean California Grant for Design and Construction of the Living Green Pittsburg - Trail and Community Outreach Project and Allocating Matching Funds

MEETING DATE: August 1, 2022

EXECUTIVE SUMMARY

The City applied for and has been awarded a Clean California Grant totaling $1,354,000 for design and construction of the Living Green Pittsburg – Trail and Community Outreach Project (Project). The Project will construct a pilot green space with bioswales, trees, artwork, and a Class I trail that will provide better access to the Pittsburg Center Bart Station. The Project will also launch a Citywide “Living Green” campaign that will include an outreach program and website to educate residents on littering and pollution. Adopting the attached Resolution will accept the grant and allocate funds for the Project.

FISCAL IMPACT

The total Project budget estimate is $2,166,250. The estimated budget includes $1,354,000 from the Clean California Local Grant Program, and $812,250 from the American Rescue Plan Act (ARPA) funds to be applied as City matching funds.

A detailed Budget Summary for the project is attached to this report.

RECOMMENDATION

City Council adopt a resolution accepting the $1,354,000 Clean California grant and allocate $812,250 from the ARPA funds for design and construction of the Project, for a total budget of $2,166,250.

BACKGROUND

The Clean California Grant Program, administered by the California Department of Transportation, provides $296 million in assistance to communities for the reduction of waste, enhancement of public spaces, reduction of urban heat island effect, improvement of public health, improvement of cultural and community connection, and advancement of equity for underserved communities.

Staff applied for the Clean California Local Grant Program for the construction of a Class I pedestrian and bike trail on an unused parcel along Frontage Road parallel to State Route 4. The trail will serve as a model greenspace for future green spaces around the City and will feature educational signage to promote proper waste disposal, recycling, green infrastructure, and active transport. The pedestrian trail will have bioswale features and drought tolerant vegetation and trees to treat stormwater and reduce urban heat island effects. The site will also have benches for seating, trash receptacles, water fountains, pet waste stations, community art, and lighting.

In addition to the construction of a linear trail, the Project will also launch a “Living Green” campaign focused on educating the community about littering, pollution, active transportation, and environmental stewardship. This outreach will consist of two parts: educational events at four identified sites, and a social media campaign. The social media campaign will focus on promoting the “Living Green” brand and educating residents on proper waste disposal, recycling, composting, Bay-Friendly gardening, volunteering, and using active forms of transportation.

The Project will also fund the development of a “Living Green Pittsburg” website, which will expand on the existing Living Green Gardens website currently focused on promoting Bay-Friendly landscaping. The new website will be an educational hub for residents as well as a tool for the community to send feedback to the City about their public spaces, allowing them to take ownership of their parks, trails, and community areas. As part of the Project, several public spaces identified will receive cleanups and improvements to address issues such as litter and lack of shade.

The City has been awarded a total of $1,354,000 in grant funding for construction of the Class I trail and the launch of an outreach program which includes a functional website.

SUBCOMMITTEE FINDINGS

The Project was presented to the Land Use Subcommittee on November 19, 2021.

STAFF ANALYSIS

The Class I trail included in the Project will provide a pedestrian and bicycle path along Frontage Road, which will improve connectivity to the Pittsburg Center BART Station. This trail will extend Pittsburg’s bicycle and pedestrian network and promote active transportation around the City. In addition, providing a public green space in the unused parcel will likely reduce instances of illegal dumping, and the surrounding community will be able to enjoy the benefits of a vegetated trail for walking and recreation.

An outreach campaign promoting the “Living Green” lifestyle will help engage Pittsburg residents and businesses in keeping the City clean. Informational and volunteer cleanup events will be held throughout the City to help residents connect to their public spaces. The outreach campaign will also feature a website which will allow the public to suggest improvements and report common issues regarding public spaces around the City. Three of these sites were already identified and will be receiving the first round of improvements for the Project. Implementation of this website will help organize volunteer events and allow an easy way for community members to take ownership of public spaces by integrating existing programs such as adopt-a-spot.

The trail will provide a new public space for residents to walk and recreate while improving connectivity to the Pittsburg Center BART Station. The outreach efforts will also leave a lasting impact on the residents of Pittsburg, especially the youth.

Upon approval of this resolution, the City will accept grant funding under a Restricted Grant Agreement with Caltrans. When the receipt of Notice to Proceed from Caltrans is received, staff will begin soliciting for statements of qualifications from design firms for preparing the plans and specifications for the trail portion of the Project. The final layout for the trail will be determined during design. Staff will return to the City Council for authorization to award a design contract. A separate contract for the outreach portion will also need to be authorized and awarded around the same time.

Due to the many factors influencing the design and the need for approvals from Caltrans, other potential right-of-way requirements, and the grant funding obligation schedule, staff anticipates the design process will take one year. The Project schedule estimates trail construction will begin during spring 2023. The launch of the website is expected to coincide with the completion of the trail while the outreach campaign will be ongoing throughout construction process.

ATTACHMENTS: Resolution
Project Budget
Restricted Grant Agreement

Report Prepared By: Joseph Camaddo, Assistant Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Accepting the Clean California Grant for Design and Construction of the Living Green Pittsburg – Trail and Community Outreach Project and Allocating Matching Funds

RESOLUTION NO. 22-

WHEREAS, the City applied for and has been awarded a Clean California Grant totaling $1,354,000 for design and construction of the Living Green Pittsburg – Trail and Community Outreach Project (Project); and

WHEREAS, the Project will construct a trail along Frontage Road for walking and recreation and launch an anti-littering campaign to promote proper waste disposal and sustainable practices; and

WHEREAS, staff requests that the Clean California Grant funds received in the amount of $1,354,000 be accepted and allocated to the Project budget; and

WHEREAS, the City's required grant matching contribution to the Project is $812,250; and

WHEREAS, staff requests the allocation of $812,250 from the American Rescue Plan Act (ARPA) funds be applied to the Project budget as grant matching funds; and

WHEREAS, staff requests that the total Project budget be established at $2,166,250.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby accepts Clean California Grant funds in the amount of $1,354,000, allocates $812,250 from ARPA funds for the City's grant matching contribution, and directs staff to establish a budget for design and construction of the Project in the amount of $2,166,250.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 1st day of August 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Attachment: Budget Summary

Living Green Pittsburg – Trail and Community Outreach Project
This proposed project will build a new Class I trail along Frontage Road from Dover Way to Chelsea Way. The new trail will serve as a model for future greenspaces in the City, complete with anti-littering amenities and signage. This project will also include an outreach portion with events and improvements to other identified public spaces around the City as part of a citywide "Living Green Pittsburg" initiative.

Project Funding

Grant Amount Awarded	**$1,354,000**
Total Project Cost	**$2,166,250**
Local Match %	**37.5**
Total Local Match	**$812,250**

Project Expenditures

Infrastructure Costs – Construction of approximately 1400LF of multipurpose trail along Frontage Road.

Construction Items	$1,227,531
Construction Item Contingencies (10%)	$122,753
Pre-construction Costs (PE+RW)	$310,500
Construction Engineering	$200,000
Total Infrastructure	**$1,860,784**

Non-infrastructure Costs – Outreach and website development.

Consultant Costs	$182,000
Staff Time Costs	$123,218
Total Non-infrastructure	**$305,468**

~Total Project Cost	**$2,166,250**

Clean California Local Grant Program (State)

Restricted Grant Agreement

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the City of Pittsburg, hereinafter referred to as **AGENCY**, will commence on May 15, 2022, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of this RGA and before receipt of Notice to Proceed from **CALTRANS**. This RGA shall expire on **December 31, 2024**.

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046T, who will implement the project pursuant to the attached Approved Grant Application and Amendment(s) to Grant Application, Attachment III under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

Now, Therefore, based upon the terms, covenants, and conditions of this RGA, the parties agree as follows:

Section I

AGENCY Agrees:

To timely and satisfactorily complete all Project work described in **Attachment III** ("Project Work") within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Agrees:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

It Is Mutually Agreed:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046T, and **AGENCY** will use the funds to only conduct the scope of work identified in this agreement and authorized by Streets and Highway Code section 91.41 The funds subject to this RGA must be identified as available to a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program in **CALTRANS**' budget, and **AGENCY** represents and warrants that it is a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program.

2. Under this restricted grant, funds may be only used for the purposes set forth in this RGA, **AGENCY** Resolution **(Attachment IV),** Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**, and the Grant Program Guidelines (**Attachment I**), and the funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in the Living Green Pittsburg - Trail and Community Outreach Project, hereinafter "Project", subject to the terms and conditions of this RGA and Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**, which are attached hereto as **Attachment III**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above-described Project is attached hereto as **Attachment IV**.
5. **AGENCY** is not requesting an advance payment pursuant to California Streets and Highways Code section 94.41(e).
6. All services performed by **AGENCY** pursuant to this RGA shall be subject to and performed in accordance with California Streets and Highways Code §91.41 including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the Grant Program Guidelines (**Attachment I**).
   California Government Code Section 14460(a)(1) provides: "The department **[CALTRANS]**, and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

7. Project funding is as follows:

Fund Title	Fund Source	Dollar Amount
Clean California Local Grant Funds	State General Fund (0001) Budget Item 2660-130-001 State Program Code 20.30.010.900 FY 2021/22 FY2022/23[1]	 $338,500.00 $1,015,500.00
Cash Local Match	Agency Provided	$812,250.00
Value of Third-Party In-Kind Contributions	Agency Provided	$0.00
Total of other fund sources (not in-kind contributions)	Agency Provided	$0.00
	Total Project Costs	**$2,166,250.00**

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Jie Chen		05/03/2022	$1,354000.00
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

8. This RGA is exempt from the legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops. Cal. Atty. Gen. 586 (1975), 63 Ops. Cal. Atty. Gen. 290 (1980), 74 Ops. Cal. Atty. Gen. 10 (1991), and 88 Ops. Cal. Atty. Gen. 56.
9. Notification of Parties
   a. **AGENCY's** Project Manager for Project is Joseph Camaddo, (925) 331-7960.
   b. **CALTRANS'** Contract Manager is Linda Phoen, (408) 595-4007. "Contract Manager" as used herein includes his/her designee.
   c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

      City of Pittsburg
      Attention: Joseph Camaddo, Assistant Engineer
      Phone Number: (925) 331-7960
      Email: jcamaddo@pittsburgca.gov
      Address: 65 Civic Ave, Pittsburg, CA 94565

California Department of Transportation
District 4, Maintenance
Attention: Linda Phoen, Acting Senior Transportation Engineer
Phone Number: (408) 595-4007
Email: linda.phoen@dot.ca.gov
Address: 111 Grand Ave, Oakland, CA 94612

10. Period of Performance

    a. Reimbursable work under this RGA shall begin no earlier than on May 15, 2022, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by **CALTRANS**. All reimbursable work shall terminate no later than June 30, 2024. Project closeout and final invoicing to **CALTRANS** must be submitted no later than November 1, 2024. Work incurred after June 30, 2024 will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after November 1, 2024. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through November 1, 2024 (which, in total, shall not exceed 5% of the grant award).

    b. If requested by the **CALTRANS Contract Manager, AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed sent by **CALTRANS**.

11. Changes in Terms/Amendments

    This Agreement may only be amended or modified by mutual written agreement of the parties.

12. Cost Limitation

    a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **$1,354,000.00**.

    b. It is agreed and understood that the CCLGP funds are limited to the amount granted. **CALTRANS** will only reimburse the cost of services actually incurred in accordance with the provisions of this RGA and as authorized by the **CALTRANS** Contract Manager at or below that fund limitation established herein.

13. Termination

    a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with PROJECT Work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination. **AGENCY** shall return any unused advance amounts which cannot be supported by eligible expenditure documentation.

    b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all costs that are expressly allowable, pre-authorized in writing, and non-cancellable, up to the date of termination.

c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance with the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs. Costs that are reimbursed and later determined to be ineligible for reimbursement shall be returned by **AGENCY** to **CALTRANS**.

14. Budget Contingency Clause

a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.

b. The certification of FY 2022/23 funds will be contingent upon the passage of the FY 2022/23 Budget. Payment for any work performed that is funded by FY 2022/23 will be delayed if the FY 2022/23 Budget is not signed by June 30, 2022. Pursuant to Government Code (GC), Section 926.10, no late payment penalty shall accrue during any time period for which no Budget Act in effect.

c. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS**, or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

15. Payment and Invoicing

a. **AGENCY**, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.

b. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**. **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment III** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

c. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.

d. The **AGENCY** indirect cost rate must be approved in writing by the California Department of Transportation Independent Office of Audits and Investigations or federal cognizant agency before any reimbursement payment is made by **CALTRANS** to **AGENCY** for such cost.

e. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: https://travelpocketguide.dot.ca.gov/.

   Also see website for summary of travel reimbursement rules.

f. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears upon completion of project tasks, milestone and/or deliverables in accordance with the Project Timeline in **Attachment III** to the satisfaction of **CALTRANS** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS** Contract Manager , as stated in **Section III–Notification of Parties, Item 8c**.

g. Invoices shall include the following information:

   1) Names of the **AGENCY** personnel performing work

   2) Dates and times of Project Work

   3) Locations of Project Work

   4) Itemized costs as set forth in **Attachment III**, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, subrecipient and subcontractor invoices.

   5) **AGENCY** shall submit written progress reports with each set of invoices to allow **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

h. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per Section III–Termination, Item 12.

i. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.

j. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date this RGA expires. **AGENCY** has until November 1, 2024 to make final allowable payments to Project contractors or vendors, and submit the Project's Final Report, as defined in Attachment I and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices contractor.

k. The final invoice will be paid upon submission by **AGENCY** to **CALTRANS** and acceptance by **CALTRANS** of the Final Delivery Report. Complete final delivery reports and invoices must be submitted to **CALTRANS** by November 1, 2024.

16. Local Match Funds

a. **AGENCY** shall contribute not less than a proportional cash amount toward the services described herein on a monthly or quarterly basis. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted and identified under this RGA, **Section III–Project Funding, Item 6,** the contributions may be counted as cash only when they are actually received by the **AGENCY** and confirmed by **CALTRANS**. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds and in-kind contributions will be made or allowed only for work performed on and after the initial date of this Agreement and on or before June 30, 2024.

b. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment III**. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found in the Grant Program Guidelines (**Attachment I**); but AGENCY must fully satisfy the local cash and in-kind match amount and percentage identified in **Section III, Paragraph 7** with the final invoice.

17. Quarterly Progress Reporting

a. AGENCY shall submit written quarterly progress reports to the **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

18. Cost Principles

a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, in-kind contributors, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.

c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due CALTRANS within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified estimated indirect cost rate in **Attachment II,** prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf

e. **AGENCY** agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety **except for section c**, **above**.

19. Americans with Disabilities Act

By signing this Agreement, **LOCAL AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

20. Iran Contracting Act

Proposed Contractor must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses), before the Agreement has been executed, unless Contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed Contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement.

21. Indemnification

a. Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, its contractors, its subrecipients, or its subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS**' officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortuous, contractual, likeness statutes under California Civil Code §§ 3344 and 3344.1, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.

b. **AGENCY** agrees to fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from any and all claims, lawsuits, or legal actions, including reasonable attorneys' fees and legal costs, relating to intellectual property claims arising from or related to the Project and/or any work procured under this RGA, including but not limited to claims based on (1) U.S. federal or state trademark infringement laws, (2) patent infringement laws (3) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (4) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (5) 17 U.S.C. § 113, (6) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (7) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, including intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property.

22. Nondiscrimination Clause (2 CCR 11105 Clause b)

a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.

c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.

d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this RGA.

23. Retention of Records/Audits

a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.

c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7**, AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.

d. **AGENCY**, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.

e. Additionally, all grants may be subject to a pre-award audit prior to execution of this RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.

f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

24. Adjudication of Facts in Disputes

a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.

b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of this RGA.

25. INTENTIONALLY DELETED

26. Third-Party Contracts

a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior written authorization by the **CALTRANS** Contract Manager unless expressly included (subrecipient identified) in **Attachment III** as Project Work.

b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the applicable provisions of the State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 23, Third Party Contracts**. The SCM can be found and the following link: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting.

c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors, must be submitted to the **CALTRANS** Contract Manager.

d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors, and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.

e. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted sub-agreement. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III–Payment and Invoicing**, **Item 14(e)(4)**, **above**.

f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing**, **Item 14c**, **above**.

27. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

1) The dangers of drug abuse in the workplace.

2) The person's or organization's policy of maintaining a Drug-Free workplace.

3) Any available counseling, rehabilitation, and employee assistance programs.

4) Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:

1) Will receive a copy of the company's Drug-Free policy statement.

2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

28. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

29. State-Owned Data

a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
6) Notify the **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.
c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

30. **CALTRANS'** Use of "Before" and "After" Project Photographs

a. **AGENCY** acknowledges it provided a "Before" photograph of the Project with the **AGENCY**'s application for the Clean California Local Grant Program. **AGENCY** acknowledges and agrees it must provide an "After" photograph of the Project as part of the close out reporting process.
b. **AGENCY** warrants it is the copyright owner of the "Before" and "After" Project photographs.
c. Neither the "Before" nor "After" Project photographs shall include the faces of any individuals.
d. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the "Before" and "After" Project photographs, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
e. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

31. Limited Grant of Rights to **CALTRANS** for Use of Educational Programming ("educational programming") Created or Produced for Project and Visual Art Located Outside of State Right-of-Way ("**Artwork**") Created or Produced for Project

    a. Educational programming:

        i. **AGENCY** shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.

        ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.

        iii. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

        iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the **AGENCY** are used on educational programming created or produced for Project under this RGA, **AGENCY** agrees to obtain and grant all necessary rights for **CALTRANS** to use and allow agents of **CALTRANS** to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

    b. **Artwork**:

        i. **AGENCY** shall obtain from the artist(s), or any other copyright owner(s) of **Artwork**, a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this

RGA.

ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.

iii. **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

32. Government Purpose Rights for Inventions

a. Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient during the term of this RGA and in performance of any work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of work issued under this RGA.

b. **CALTRANS** will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside **CALTRANS** for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

33. Additional Intellectual Property Provisions

a. To the extent any intellectual property is created or produced for Project under this RGA, and not covered in other provisions of this RGA, **AGENCY** agrees to take reasonable steps to ensure that **CALTRANS** has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this RGA.
b. If additional uses are reasonably determined to be needed by **CALTRANS** for public outreach purposes, **AGENCY** will obtain rights and grant **CALTRANS** and its agents said additional rights for use of the "Before" and "After" Project photos, **Artwork** created or produced for Project under this RGA, and educational programming created or produced for Project under this RGA. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.
c. When requested to so do by **AGENCY**, all reproductions and/or copies by **CALTRANS** of "Before" or "After" Project photographs, educational programming, and **Artwork** shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication]. **AGENCY** bears sole responsibility to

promptly notify **CALTRANS,** in writing**,** about instances where such accreditation is requested and provide the Artist/ Copyright owner's name and date of publication. **CALTRANS** will make reasonable efforts to affix the copyright notice in a timely manner.

d. Required disclaimer language for educational programming and **Artwork** created or produced for Project under this RGA.
   i. Educational programming: **AGENCY** must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for Project under this RGA a disclaimer that states the content of the educational programming does not reflect the official views or policies of **CALTRANS**. The educational programming does not constitute a standard, specification, or regulation.
   ii. **Artwork**: **AGENCY** must place a disclaimer statement in a conspicuous manner on or in close proximately to the **Artwork** created or produced for Project under this RGA a disclaimer statement that the contents of the artwork do not reflect the official views or policies of **CALTRANS**.

e. Avoidance of Infringement: In performing work under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.

f. **Contractors, Subcontractors, and Subrecipients:** Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's Contractor/Subcontractor/Subrecipient**") providing services under this RGA to conform to the provisions of paragraphs 31-33 of this RGA. In performing services under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's** Contractor/Subcontractor/Subrecipient becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify **CALTRANS** in writing.

34. Visual Art Located on California State Right-of-Way

AGENCY agrees if Project involves visual art located on California State right-of-way, Project must be submitted and adhere to **CALTRANS**' most current Transportation Art Proposal process, policies, guidelines, and requirements. Information regarding **CALTRANS**' Transportation Art program can be found at https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-j-transportation-art. **AGENCY** bears sole responsibility for ensuring that any Project will be timely submitted through **CALTRANS**' Transportation Art Proposal process, approved, and installed prior to any deadlines as required by this RGA.

a. **AGENCY** acknowledges that funds provided by **CALTRANS** under this RGA shall not be used for maintenance outside of the project time limits as provided in this RGA.

b. **AGENCY** acknowledges that the **CALTRANS**' Transportation Art Proposal process requires, among other things, **CALTRANS** ownership of any tangible visual final artwork, an unlimited, irrevocable copyright assignment to **CALTRANS** of the final artwork, and waiver of moral rights under California Civil Code § 987 (the California Art Preservation Act) and 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA") of the final artwork.

c. **AGENCY** acknowledges that any submittal to the **CALTRANS**' Transportation Art Proposal process includes restrictions on the type of work that can be located on California State right-of-way.

35. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents and/or employees.

36. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from **CALTRANS** Contract Manager

37. Project Close Out/Closeout Report

a. **AGENCY** will provide a final close out report to the **CALTRANS** Contract Manager no later than November 1, 2024.

CALTRANS reserves the right to inspect the project location prior to approving the final invoice and closeout report.

b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt and approval of the final closeout report by the **CALTRANS** Contract Manager.

c. Payments shall be forfeit if invoices are submitted after November 1, 2024.

38. ADA Compliance

    All entities that provide electronic or information technology or related services that will be posted online by **CALTRANS** must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

39. Prevailing Wages and Labor Code Compliance

    AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the **AGENCY**'s work on or for the Project.

40. In the event of any inconsistency between the provisions which constitute this RGA, the following order of precedence shall apply:

    I. This Restricted Grant Agreement (as amended);
    II. The **CALTRANS** Local Grant Program Guidelines;
    III. Approved Indirect Cost Rate (if applicable);
    IV. Approved Grant Application (as amended); and
    V. **AGENCY** Resolution.

41. Survival

    AGENCY's representations, the indemnification provisions in paragraph 21, intellectual property provisions in paragraphs 30, 31, 32, and 33, and all other provisions which by their inherent character establish ongoing obligations shall remain in full force and effect, regardless of any expiration and/or termination of this RGA.

42. Sanctions

    No agreements under this RGA shall be made with individuals and/or entities that are determined to be a target of sanctions by the State of California while such sanctions are in effect.

Section IV

Attachments:

The following attachments are incorporated into, and are made a part of this RGA by this reference and attached hereto.

I. Grant Program Guidelines
II. Approved Indirect Cost Rate (if applicable)
III. Approved Grant Application and Amendment(s) to Grant Application (if applicable)
IV. **AGENCY** Resolution

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

STATE OF CALIFORNIA **DEPARTMENT OF TRANSPORTATION**	**CITY OF PITTSBURG**
By:	By:
Printed Name: Gretchen Chavez	Printed Name: Garrett Evans
Title: Office Chief Clean California Local Grant Program Division of Local Assistance	Title: City Manager
Date:	Date:
	By:
	Printed Name:
	Title:
	Date:

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of City Council Resolution Allocating Additional Funds and Awarding a Purchase Contract for a New 2022 Titan Combination Jet/Vacuum Sewer Cleaner Truck

MEETING DATE: August 1, 2022

EXECUTIVE SUMMARY

The City maintains a fleet of vehicles and equipment necessary for police operations and for maintenance of the City's infrastructure, including a combination jet/vacuum sewer cleaner truck that needs replacement. If approved, this resolution will allocate additional funds and authorize a purchase contract with Municipal Maintenance Equipment, Inc. (MME) for a new 2022 Titan Combination Jet/Vacuum Sewer Cleaner truck.

FISCAL IMPACT

The Combination Sewer Truck replacement is currently funded at $550,000 in the Sewer Operations Maintenance Budget for FY 2022/23. Due to inflation and supply chain issues the cost of the Sewer Truck has increased to $590,187.97. Additional funds are needed to cover the increased cost. If approved, the resolution would authorize allocation of $50,000 to cover the remaining cost of the truck from the City's Sewer Operations Fund (Fund 521). This is an appropriate use of these funds.

RECOMMENDATION

City Council adopt the attached Resolution allocating $50,000 from the City's Sewer Operations Fund (Fund 521) and authorizing the City Manager to execute a contract with MME in the amount of $590,187.97, for purchase of a new Titan Combination Jet/Vacuum Sewer Cleaner truck.

BACKGROUND

The Public Works Department Fleet Maintenance Division is responsible for the maintenance of a vehicle fleet of cars, trucks, heavy equipment, and other equipment. The entire fleet has a replacement value of approximately $6 million. These vehicles are necessary to maintain efficient operations of the City.

Commonly used for both routine maintenance and emergency repairs, the sewer truck is an important piece of equipment that the City cannot do without. The combined sewer truck being replaced had equipment purchased in 2007 and a new truck chassis purchased in 2015. Both the equipment and the chassis have exceeded the useful life typical of this type of heavy equipment. The cost to repair the truck and equipment combined with the inefficiency of the equipment and additional maintenance that is required to keep the equipment in service is not financially responsible for the City. A replacement sewer truck is necessary.

The Sewer Operations Maintenance Budget for FY 2022/23 contains $550,000 for the Combination Sewer Truck replacement. This amount covered the estimated cost of the same truck and equipment in 2021 at the time this budget was created. The cost of the same truck and equipment has risen to over $590,000 over the past several months due to inflation and supply chain issues. Additional funds are needed to cover the increased cost. Staff is requesting an additional allocation of $50,000 from the City's Sewer Operations Fund (Fund 521) to fully fund the purchase.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Staff solicited cost proposals from Municipal Maintenance Equipment (MME), for the replacement sewer truck. MME is an authorized representative for Vac-Con, a vendor enrolled in a purchasing program where the State of California solicits proposals and negotiates purchase agreements for equipment commonly used by public agencies, including sewer trucks.

If approved, the agreement would authorize the City to make a "piggyback" purchase from MME for the price previously negotiated with the State of California for this equipment.

Staff recommends the City Council approve the attached resolution authorizing the City Manager to allocate additional funds and execute a contract with MME in the amount of $590,187.97, for the purchase of a new 2022 Titan Combination Jet/Vacuum Sewer Cleaner truck.

ATTACHMENTS: Resolution
MME Letter with Vac-Con Quote
Sourcewell Contract

Report Prepared By: Natasha Farmer, Public Works Administrative Analyst I

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter Of:

Authorizing Allocation of Funds and)
Execution of a Contract to) RESOLUTION NO. 22 - _____
Purchase a New Sewer Cleaner Truck)

WHEREAS, the City's Public Works Department is responsible for the care and maintenance of the City's Fleet; and,

WHEREAS, the current combination sewer truck is no longer reliable or cost-effective to repair; and,

WHEREAS, a replacement sewer truck is necessary for routine maintenance and emergency repairs to water and sewer infrastructure; and,

WHEREAS, Sourcewell, formerly NJPA, has undertaken competitive bidding equivalent to or better than the requirements in City's Purchasing Policy and has entered into contracts with various vendors including Municipal Maintenance Equipment, a California Corporation; and

WHEREAS, Municipal Maintenance Equipment, is an authorized dealer for Vac-Con and represents and warrants that it is bound by all terms and conditions of the Contract from RFP #101221; and

WHEREAS, the Combination Sewer Truck replacement is currently funded at $550,000 in the City's Sewer Operations Maintenance Budget for FY 22/23; and

WHEREAS, inflation and supply chain shortages have increased the cost of the truck since the budget was established; and

WHEREAS, staff requests allocation of $50,000 from the City's Sewer Operations Fund (Fund 521) to fully fund the purchase of a new sewer cleaner truck.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby approves and authorizes allocation of $50,000 from the City's Sewer Operations Fund (Fund 521) for the remaining cost and authorizes the City Manager to execute a Contract in the amount of $590,187.97, with Municipal Maintenance Equipment for the purchase of a new 2022 Combination Sewer Cleaner Truck.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 1st day of August 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

MUNICIPAL MAINTENANCE EQUIPMENT

CSLB #980409
DIR 1000004282
www.source-mme.com
Toll Free 1-888-484-9968

July 11, 2022

City of Pittsburg
359 East 12th Street
Pittsburg, CA 94565

Tel: 925-252-4035
Cell: 925-250-6866
gjustice@ci.pittsburg.ca.us

Attention: Greg Justice, Equipment Shop Supervisor

We are pleased to provide the enclosed contract pricing sheet off the Sourcewell Contract No. 101221-VAC for the Vac-Con G2 VT350/850 LHA-P mounted on a new Freightliner 114SD truck chassis for your review.

Summary:	Complete Unit per attached Sourcewell price sheet	
	Price F.O.B. Pittsburg, CA	$540,201.80
	9.25% Estimated Sales Tax	49,968.67
	CA Tire Fee (10 @ $1.75 Each)	17.50
	Total	$590,187.97

- Vac-Con is the Sourcewell contract holder and all purchasing documents are to go directly to them. **City's Purchase Order to be prepared and sent directly to Vac-con, Inc.**
  969 Hall Park Drive, Green Cove Springs, FL 32043
  M.J. Dubois (410) 924-1004 mjdubois@ducollc.com
- Municipal Maintenance Equipment, Inc. is the local dealer and will provide on-site training, warranty support, and future service for the Vac-Con products.
- Pricing includes delivery and on-site training.
- Normal delivery 150-210 days A.R.O., depending on chassis and component availability during production.
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms: per Sourcewell Program.
- Quotation valid for 15 days.

Thank you for your interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,

James Wheeler,
General Manager

Enclosure

07/11/2022

SOURCEWELL TITAN COMBINATION JET/VACUUM SEWER CLEANER

SOURCEWELL CONTRACT: 101221-VAC

Customer: CITY OF PITTSBURG Shipping: CALIFORNIA

Requirement Specification	
Combination jet/vacuum sewer cleaner with all standard equipment TAQD312HE/1000 **(TITAN PACKAGE)**	
Upgrade model to G2 VT350/850 L H A -P	
Deduct for 850 Gallons in lieu of 1000 Gallons	
Deduct for 5 Yard in lieu of 12 Yard	
Freightliner model 114SD chassis Cummins L9 370HP diesel engine, 3000RDS transmission and A/C California CARB Only *Special Order Chassis	
Body mounting on Chassis	
Titan Package Including all standard equipment	
10' Aluminum telescoping boom with pendant control station	
Front mounted articulating to Drivers side, 600' x 1" capacity (Std Pivot)	
25' aluminum intake hose (1 - 3', 2-5', 1-6' and 1-6.5' catch basin nozzle) with locking quick clamps	
Sealed and locking tool boxes	
Zinc, PPG paint - line on process, "aircraft-grade" primer	
12 month standard warranty on module	
5# fire extinguisher	
Set of triangles	
5 year centrifugal compressor (fans) warranty	

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Requirement Specification	
800' x 3/4" Jet rodder hose - Continuous	
50 GPM @ 3000 PSI Giant water system with a GM 5.7 Gas 140HP auxiliary engine	
A flat style rear door in lieu of dome style with hydraulic opener	
Rear splash guard	
1/4 turn ball valve water drain	
50' Capacity retractable hand gun hose reel	
Debris body "Power Flush" system, 8 jets	
Hydro-excavation package	
Variable flow valve	
Water & Debris tanks tied together	
12VDC Auxiliary hydraulic pump	
Auxiliary engine remote oil drain	
Behind cab boom support	
Centrifugal Compressor Quiet Silencer	
Two Cone storage racks	
Long handle storage/PVC (2)	
Rear mounted tow hooks	
Remote boom grease zerk assembly	
Remote debris tank grease assembly	
Hand held spot light - LED	
LED 4 Strobes - (2) Front bumper, (2) Rear bumper	
LED Arrow stick	
LED Boom mounted flood lights with limb guards	
LED Flood light - level wind guide	

Requirement Specification	
Midbody LED flood lights with guards	
LED Rear mounted flood lights with limb guard	
LED strobes with limb guards	
Midbody LED Strobe	
Two Mirror mounted LED strobe lights with limb guards	
Front hose reel camera placement	
Low water alarm with light	
Omnibus Precision Power System	
Rear camera placement	
Wireless remote control	
Traffic camera with color monitor	
Factory Inspection for Two City Employees	
315 Front tires	
Four Additional Years Vac-Con Warranty totaling 5 Years	
96" Behind the cab storage box with built in nozzle rack in lieu of G2 standard	
Lazy Susan holds five pipes	
Piranha rodder hose	
Remote transfer case engagement	
Rubber pad on swing style wear plate	
3/4" Bulldog	
3/4" x 20' Length leader hose	
Gas Extended Warranty - 5 Years/5000Hours	

Requirement Specification	
Dry decking - behind cab storage box 96"	
Two Dry decking - side tool boxes	
Two Side mounted tool boxes 35" x 14" x 24"	
Paint: Elite Coca Cola Red	
Striping package: Black	
Remote chassis engine start switch	
Freightliner 114SD: 5 Year/200,000mi. Extended Warranty: Includes - 5 Years Towing, Cummins-ISL370 5yr./150,000mi. (PP1 w/aftertreatment), Allison 3000 5yrs./UNLmi. (Requires Trandsynd Synthetic Transmission Fluid or TES-292)	
Two standard ENZ nozzles, one sanitary (egg) and one Chisel point penetrator	
ICC lighting	
Hose guide (tiger tail) for hose protection, hydrant wrench, 25' of fill hose	
20 gpm @ 600 PSI wash down system with hand gun and 25' of ½" hand gun hose	
Local dealer pre delivery and inspection	
On site customer training	
Delivery to customer facility	
Additional discount offered by local dealer	
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER	$540,201.80
SALES TAX - 9.25%	$49,968.67
California Tire Fee	$17.50
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER INCLUDING TAX	$590,187.97

Delivery is _____ Days after receipt of order.

SOURCEWELL CONTRACT NO 101221-VAC

VENDOR/CONTRACT HOLDER: VAC-CON, INC. 969 HALL PARK RD GREEN COVE SPRINGS, FL 32043

CONTACT: M.J. DUBOIS EMAIL MJDUBOIS@DUCOLLC.COM PHONE: 410-924-1004

DocuSign Envelope ID: 1FC72ECF-4298-4C15-9C8B-F09AFE408982

Solicitation Number: RFP #101221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vac-Con, Inc., 969 Hall Park Road, Green Cove Springs, FL 32043 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

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

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

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

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Vac-Con, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: M.J. DuBois C65CBA257A53411...
By: _____	By: _____
Jeremy Schwartz	M.J. DuBois, President, DuCo, LLC
Title: Chief Procurement Officer	Title: Authorized Contract Administrator
Date: 11/23/2021 | 8:51 PM CST	Date: 11/24/2021 | 5:31 AM PST

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 11/24/2021 | 6:46 PM CST

RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name:	DuCo, LLC
Address:	1079 Tamiami Trl N #350 Nokomis, Florida 34275
Contact:	MJ DUBOIS
Email:	mjdubois@ducollc.com
Phone:	410-924-1004
Fax:	410-924-1004
HST#:	81-1963530

Submission Details

Created On:	Thursday August 26, 2021 08:52:11
Submitted On:	Friday October 01, 2021 11:10:04
Submitted By:	MJ DUBOIS
Email:	mjdubois@ducollc.com
Transaction #:	0b410897-713e-434f-9209-2bd4698d22a6
Submitter's IP Address:	24.145.112.96

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Vac-Con, Inc. EIN: 36-3846929	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Vector Technologies LTD	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Proposer Physical Address:	969 Hall Park Road Green Cove Springs, FL 32043	*
5	Proposer website address (or addresses):	www.vac-con.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	M.J. DuBois, Authorized Contract Administrator - See attached Authorization Letter DuCo, LLC 1079 Tamiami Trl #350 Nokomis, FL 34275 410-924-1004 mjdubois@ducollc.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	M.J. DuBois, Authorized Contract Administrator DuCo, LLC 1079 Tamiami Trl #350 Nokomis, FL 34275 410-924-1004 mjdubois@ducollc.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bryce Reiger, National Sales Manager Vac-Con, Inc. 969 Hall Park Road Green Cove Springs, FL 32043 904-610-6492 brycer@vac-con.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1986, Vac•Con®, Inc. has manufactured more than 9,000 custom-built, truck-mounted machines to serve public and private environmental markets globally. Located in Green Cove Springs, Florida, it is one of the largest producers of specialized vacuum solutions including sewer cleaning , hydro-excavation, and industrial vacuum equipment in North America. Vac-Con's goal, from day one, has been to design and actualize the most powerful and reliable machines in the industry, in turn allowing them to push the envelope year after year with unrivaled innovation. Vac-Con sells multiple product lines, including combination machines, jetting units, and hydro-excavators for a vast array of diverse applications. In 2012, Vac-Con, Inc. acquired Vector Technologies, LTD. Vector Technologies Ltd, located in Milwaukee Wisconsin, is a leading world designer and manufacturer of powerful trailer mounted hydro vacuum excavators, combination vacuum & sewer jetters, and sewer jetting units. For over forty years, Vector designs have set world standards for reliability and performance in a variety of industrial and specialized markets. Vector has provided solutions to organizations of all sizes for an endless number of diverse applications. The purchase of Vector allowed Vac-Con to offer a complete line of innovative, world leading designed sewer, hydro-excavation and vacuum products both truck and trailer mounted. Vac-Con believes in empowering the customer; their mission is to support, design, and manufacture innovative vacuum and high-pressure water cleaning solutions that deliver superior performance in municipal, industrial, and utility markets worldwide. In keeping with their customer-centric philosophy, Vac•Con®, Inc. delivers more than just a product; they provide unparalleled product support with their customer service, online training modules, and extensive network of authorized dealers. Vac•Con®, Inc. employs over 300 people at their Florida location, and 45 employees at their Milwaukee WI location and is 100% employee-owned, enabling a more focused work environment, on-site feedback, and around the clock innovation and testing. Vac-Con's Florida location is situated on 17 acres, it boasts a 160,000 square-foot, newly expanded facility where they manufacture over 30,000 unique parts that they use on our machines. This state-of-the-art facility is a result of Vac•Con® eagerness for continuous improvement and an employee-owner culture centered on advancement through involvement. Mission Statement "Our mission is to support, design, and manufacture innovative vacuum and high-pressure water cleaning solutions that deliver superior performance in municipal, industrial, and utility markets worldwide." Vision Statement "Our vision is to be the premier manufacturer of combination sewer cleaning, hydro-excavation, industrial vacuum, and high-pressure water jetting equipment. We are committed to providing innovative, high-quality products with unrivaled reliability, customer service, and support to dealers and end-users. Sustainable growth and employee-ownership value will be achieved by championing career-building talent and customer-centric initiatives. We will continue to make a positive impact in our local communities and on the environment."	*
10	What are your company's expectations in the event of an award?	As a current Sourcewell contract holder, Vac-Con hopes to continue to build on our past success with the contract and provide exceptional sewer cleaning and hydro-excavation equipment solutions to all prospective members. Vac-Con has developed a strong following with existing Sourcewell Members and Vac-Con expects to build on that momentum adding to your membership with the increased advancement and promotion of additional electronic marketing utilizing our premier partnership with Sourcewell. A newly awarded contract will allow Vac-Con to continue to provide Members with great products at a discounted price to Vac-Con's many existing municipal customers, grow our municipal base and open new opportunities in the educational and non-profit space.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See the provided attachments, Bank of the West reference letter, D & B credit rating report and Letter of Good Standing.	*
12	What is your US market share for the solutions that you are proposing?	Vac-Con operates in product categories that are sold primarily to the municipal government market segment and to a smaller degree, the commercial market segment. Vac-Con's market share is 29% as we are considered the most innovative, most efficient and have a diverse and comprehensive line of products within our market.	*
13	What is your Canadian market share for the solutions that you are proposing?	Vac-Con's Canadian Market Share is 8%. Vac-Con has signed a new dealer in Canada - Westvac Industrial. Westvac is a leading heavy equipment dealer in western Canada. We are looking forward to the 20+ years experience Westvac has to help grow our market share in British Columbia, Alberta, Saskatchewan, Manitoba and Northwest Territories. Vac-Con has an established dealer located in Quebec who has been active in that market for over 30 yeas with the Vac-Con product line.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Neither Vac-Con nor Vector has ever petitioned for bankruptcy protection.	*

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Vac-Con is a manufacturer of a diverse sewer, hydro-excavating, and industrial line of equipment. The complete line of equipment is sold, serviced and supported exclusively through Vac-Con's world-wide individually owned dealer network.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Florida Department of Highway Safety & Motor Vehicles - Manufacturers License MV/1000409/1 Florida Department of Highway Safety & Motor Vehicles - Dealer License VI/1007965/1 Wisconsin Motor Vehicle Dealer License MV2131	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Neither Vac-Con nor Vector has ever received a suspension or disbarment.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	First Coast Manufacturer's Association - 2018 Manufacturer of the Year, 2019 Manufacturer of the Year, 2019 President's Award Best of Clay County - 2019 Best Manufacturing Facility in Clay County Florida, 2020 Best Manufacturing Facility in Clay County Florida, 2021 Best Manufacturing Facility in Clay County Florida National Association of Trailer Manufacturers - Vector manufactured units are NATM certified. National Truck Equipment Association - Most Valuable Partner Award for 5+ years.	*
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 84% of Vac-Con and Vector sales for the last 5 years have been to the government sector. These customers typically consist of municipalities, townships, counties, and states.	*
20	What percentage of your sales are to the education sector in the past three years	Less than 3% of Vac-Con and Vector sales for the last five years have been to the education sector. Vac-Con has increased this number due to the previous Sourcewell Contract held. Vac-Con looks to, once again, increase this percentage with the next proposed contract award.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	HGAC Contract total sales for the last three years is $4.1 million. Ohio STS Contract total sales for the last three years is $1.8 million. Texas Buyboard Contract total sales for the last year held is $400K (only held this year) Florida Sherriff's Contract total sales for the last year held is $200K (only held this year)	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Vac-Con does not hold any GSA contracts or Standing Offers and Supply Arrangements.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Lodi 1331 South Ham Lane Lodi, California	Andrew Richle Utilities Superintendent See attached Testimonial	209-269-4927 arichle@lodi.gov	*
Delaware DOT P.O. Box 698 Dover, DE 19903	Lawrence Hardy See attached Testimonial	302-760-2505 lawrence.hardy@delaware.gov	*
Village of Tarrytown 4 Division St. Tarrytown, NY 10591	Louis Martirano Superintendent Of Public Works See attached Testimonial	914-862-1819 dpw@tearrytowngov.com	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Sacramento Area Sewer District	Government	California - CA	Sewer Utility Equipment	10 units	$3,400,000.00	*
City of San Francisco	Government	California - CA	Water & Sewer Utility Equipment	6 units	$2,800,000.00	*
Miami-Dade County	Government	Florida - FL	Water & Sewer Utility Equipment	7 units	$2,900,000.00	*
City of Phoenix	Government	Arizona - AZ	Sewer Utility Equipment	11 units	$2,600,000.00	*
City of Sacramento	Government	California - CA	Sewer Equipment	9 units	$3,860,000.00	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
25	Sales force.	Vac-Con customers are supported by internal teams fulfilling sales, parts and service needs, and distributes through a worldwide network of exclusive dealers. Vac-Con's internal teams function as support systems for our dealer network providing demonstrations, training, troubleshooting and order fulfillment. All Vac-Con sales, parts and service representatives are employee-owners of Vac-Con, Inc. Vac-Con's dealer network functions as the outward facing sales arm of the Vac-Con business. Their dealers are contractually exclusive Vac-Con distributors and are trained in the selling, servicing and maintenance of Vac-Con equipment. Each dealer is required to fulfill specific facility and department (service, sales, parts and marketing) requirements to ensure exceptional customer service. Vac-Con's internal sales team consists of: National Sales Manager, Sales Administrator Supervisor, Sales Administrative Support, Inside Sales Manager, Chassis Sales/Logistic Specialist, Marketing Manager, Multimedia/Graphics Marketing Specialist. Internal Sales Support: South Regional Sales Manager, Northeast Regional Sales Manager, Southwest Regional Sales Manager, West Regional Sales Manager, two product demonstrators and a Recycler Product Specialist	*
26	Dealer network or other distribution methods.	Vac-Con's dealer network functions as the outward facing sales arm of the Vac-Con business. Their dealers are contractually exclusive Vac-Con distributors and are trained in the selling, servicing and maintenance of Vac-Con equipment. Each dealer is required to fulfill specific facility and department (service, sales, parts and marketing) requirements to ensure exceptional customer service. See attached detailed Dealer Network Map and Dealer Location Chart	*
27	Service force.	Vac-Con and Vector maintain teams of trained service and parts departments at the headquarters in Green Cove Springs, Florida and Milwaukee, Wisconsin. Vac-Con and Vector combined employ 6 regional sales managers, 4 product specialists/demonstrators, and 7 service office staff to provide service support to North America. The Vac-Con and Vector direct service team is comprised of 7 service technicians, while the parts and shipping department employs 12 representatives to fulfill parts orders to all dealers. Vac-Con's dealer network provides coverage to all 50 states with 35 exclusive dealerships. Each dealership has a team of service representation and office support to facilitate and process service and parts to end-users. In addition to factory-provided support, Vac-Con dealers are required to maintain service and repair facilities. Dealer parts departments are expected to maintain an inventory of parts for timely fulfillment. Depending on the territory and dealer size, dealers employ between 2 to 15 associates for each department – sales, service, and parts. See the attached dealer listing with the amount of direct service techs at each location.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The Member or dealer will contact a DuCo team member (Contract Administrator) for initial information, contract questions and quotations. DuCo will provide the customer/dealer with a quotation meeting the Sourcewell Contract requirements, terms, and conditions. The member will issue a Purchase Order directly to Vac-Con. Vac-Con will build the customer equipment, will ship the order to the local dealer for pre-delivery inspection and test. The local dealer will then deliver the unit, train the Member personnel and Vac-Con will invoice the item/s to the Member. The dealer will receive the proceeds of the sale in their respective territory. This will encourage their contract participation. In the case where a dealer owns a stock unit that is to be sold to the member, MJ DuBois will provide the Member a letter authorizing the dealer to receive the Purchase Order directly. This will allow accuracy in the required sales reporting when a dealer receives a PO directly. MJ DuBois and her DuCo team will be the single source "quarterback" for the Sourcewell Contract sales and will also report the sales to Sourcewell as required.	*

29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Any Sourcewell Member having need for customer service is encouraged to communicate directly with their local dealer. Vac-Con dealers are required to maintain an inventory of parts to quickly service customer needs. Vac-Con also requires dealers to have factory trained service staff to handle the customer's service needs. Vac-Con expects our dealer partners to address warranty, service, and parts issues immediately, ensuring a corrective response or action within 12 to 24 hours. Vac-Con service teams are available 24/7 to assist with troubleshooting and repair needs with a case closure goal of 5 days or less for those instances that require intervention from the factory.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	A critical part of the Vac-Con mission is to provide innovative vacuum and high-pressure water cleaning solutions that deliver superior performance in municipal markets. As a US manufacturer with the vast majority of Vac-Con sales are generated from municipal customers in the United States, Vac-Con is committed to providing products, service, and parts to this specific market segment. The exclusive dealer network will help them to facilitate the necessary steps and procedures to procure and fulfill orders and provide service and parts support in each of their designated territories.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Vac-Con is committed to designing, supporting, and manufacturing innovative and reliable products for their customers across the world. With two highly capable dealerships providing coverage to the customers of Canada, as well as Vac-Con's existing presence and relationships, Vac-Con is confident in producing sales and support for this market. Two dedicated regional sales managers employed by Vac-Con provide additional support for all sales, service, and parts functions in the Canadian territories, in addition to the company support provided by the inside sales office at Vac-Con.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Vac-Con does not expect difficulties in providing exceptional levels of sales and service in any geographic areas of the US or Canada.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Vac-Con expects to fully service all entity sectors that Sourcewell Members represent.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There will be no restrictions in sales, service and support to Hawaii, Alaska and in US Territories other than the expense and time allowance for shipping. All quotations will show the extra costs involved prior to a Member issuing a Purchase Order so there are no surprise fees after the sales.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Vac-Con will train all their internal and dealers' sales force with the assistance of the DuCo team, Contract Administrator, and make use of Sourcewell's available employees and extensive collection of vendor support materials. This will be accomplished both by group sales meetings and one-on-one virtual meetings. DuCo has been training dealerships and manufacturers in marketing and sales of Sourcewell Contracts for over 13 years with an abundance of success with many manufacturers. Vac-Con takes an aggressive approach to marketing Sourcewell. Vac-Con includes the Sourcewell Logos in their product brochures (see attached example) and on their website (see attached screen shot) that links to Vac-Con's Sourcewell Contract landing page. Vac-Con wants their customers to immediately know that they are a proud holder of this exclusive contract and that they can take advantage of this contract whether they are already a member or would like to become a member. Vac-Con will also include Sourcewell graphics banners at trade shows to further market their participation. To further ensure that Vac-Con is fully marketing the value of Sourcewell, they encourage Vac-Con salespeople and their dealer sales representatives to attend regional Sourcewell training sessions as well as utilize the assigned Vendor Support Manager to assist in answering questions for Members interested in learning more about the value of the Sourcewell procurement process.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Vac-Con has a comprehensive digital marketing strategy that engages and interacts with dealers, current customers, and potential customers. The goal of Vac-Con's digital marketing initiatives is to drive brand awareness and generate leads, as well as increase traffic to their website. Currently, Vac-Con markets through various social media platforms including Facebook, Linkedin, and Instagram. Vac-Con's most comprehensive digital marketing strategy is their Linkedin program. In addition to distributing relevant, engaging content on a consistent basis, they utilize a digital marketing agency to help them reach hundreds of decision makers at municipalities, counties, and government agencies each week. Linkedin offers a professional setting where Vac-Con is able to directly communicate with decision-makers and promote their products in a helpful and tactful manner. Vac-Con utilizes a digital marketing agency to assist with a comprehensive SEO program. Their SEO program targets industry keywords to help drive traffic to their websites. Vac-Con's focus remains on their product categories and specific applications such as combination machines, hydro-vacs, sewer cleaning, and hydro-excavation. Vac-Con measures their success with the SEO program through annual website traffic increases and qualified leads generated through the website and web-based applications. Year-over-year, Vac-Con has exceeded their SEO goals and continue to evolve the program to increase our reach. Vac-Con actively distributes communications through an email marketing program. The Vac-Con email marketing program is managed by the internal marketing team and reaches over 2,000 dealers and customers. Communications are scheduled on a monthly basis, and consist of new product, program and company updates. Vac-Con measures the success of email marketing campaigns by open and click-through rates and qualified leads generated. Vac-Con continues to add new recipients in both dealer and end-user categories each month through various platforms including the website, social media, and in-person events.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	The Sourcewell marketing model has been an effective and impactful strategy for the Vac-Con business, and is proven by the growth of Sourcewell Contract Sales over the years. Vac-Con representation has made it a priority to collaborate with the Sourcewell employees that facilitate their existing contract. The priority of Vac-Con to ensure longevity and success is service-related, and the Sourcewell team understands this strategy. Vac-Con expects Sourcewell to continue with a presence at trade shows, Getting to Know You events, and Sourcewell University events. Sourcewell has stepped up to the plate in planning education and information Webinars when travel has not been available. Vac-Con is firmly committed to the Sourcewell contract buying concept and agree that it is the way of the future. Vac-Con has created a session at their National Dealer Meetings dedicated solely to Sourcewell sales education and training. These sessions include how to properly sell using the Sourcewell contract, question and answer periods, and testimonials from dealers who have had great success. Vac-Con has utilized the flexibility that Sourcewell contracts offer, and it has become common knowledge for most of the manufacturer' dealers to lead the buying process with this contract. Vac-Con has sent senior management representatives annually to the H2O Conference. Vac-Con has also agreed to subsidize the contract fees to make the Sourcewell contract even more attractive to their respective dealer sales forces. Vac-Con's Contract sales have grown over the years, and this is a testament of Sourcewell and Vac-Con's commitment to the same goal "to offer the best products, service and quantity discounts in support of our customers/members."	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The products represented in this response do not lend themselves to E-Procurement. All of the products are "made to order" and have an extreme amount of variables.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Vac-Con offers several training components, free of charge, to assist operators with a better understanding of their equipment for operations and maintenance. An online training portal hosted on the Vac-Con website provides a basic overview of truck models and their functions. Student comprehension is proven by quizzes at the end of each course. Once a student has successfully completed a course, Vac-Con distributes a certificate of completion. Customer service, parts, sales and marketing departments were involved in making the portal informative and thorough. This online training is complete with online videos that guide the course curriculum and user experience. In addition to online training, Vac-Con dealers are equipped to provide hands-on-training at the in-service of the unit and beyond. All new unit deliveries are made available with hands-on training. Additional training needs can be scheduled with the dealership.	*

40	Describe any technological advances that your proposed products or services offer.	Aeroboost with Quiet Drive – The Vac-Con Aeroboost 3-stage fan (patent pending) with Quiet Drive fan system is a one-of-a-kind upgrade hydrostatic and auxiliary drive system that operates the vacuum and water functions, lowers noise emissions, and substantially reduces overall fuel consumption without sacrificing power. The Aeroboost fan itself better balances airflow, resulting in less turbulence and more power. Titan – The Vac-Con Titan Combination Machine is a premium unit that boasts several impressive features and components offered only by Vac-Con. The Aeroboost Fan and Quiet Drive system enhance power by reducing airflow turbulence, noise emissions, and fuel consumption. An enhanced cyclonic separator optimizes efficiency and filtration, while the Omnibus Precision Power CANbus system enhances usability and efficiency. Omnibus Precision Power – The OPP system by Vac-Con is a CANbus system designed to enhance operator usability and efficiency. OPP gives the operator control over all vacuum, water, and engine functions at a centralized control panel where the operator spend the most time – at the front of the unit. This coordination of systems allows you to use as much power as is needed, saving time and fuel while delivering precise movements of the hydraulic components. ReelSmart Hose Control System: The ReelSmart technology brings hose reel automation to Vac-Con sewer cleaners with a computerized command controller, up to 30 jobs can be recorded and stored for future use. The pay-out footage, job locations and special instructions can be recalled and used for later use. ReelSmart handles all hose reel pay-out and roll in functions, automatically. This means less physical work for the operator and more efficiency and productivity at the job-site. The customer can record on a USB drive or maintain a daily log with its MS-Excel data dump. This new technology is available in English, Spanish and French.	*
41	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Vac-Con manufacturing focuses on waste and environmental protection regulations in their day-to-day processes. Pursuant to the Department of Environmental Protection, Vac-Con is listed as a Low Quantity Waste Generator which is an ongoing key result area for the company. Vac-Con implements a full campus recycling program for cardboard and scrap metal. In addition, paint waste is minimized through a distillation process that allows the company to remain a Low Quantity Waste Generator. Vac-Con products themselves are designed to be a proponent of environmental protection and maintenance. Their machines ensure that proper sanitation and hygiene standards are met in communities across the world. The Titan combination machine class also boasts impressive reductions such as 44% fuel savings and 8% decrease in noise pollution as compared to other combination machines. The Vac-Con Recycler combination machine allows for a substantial savings in water usage, decreasing the use of freshwater by approximately 73% or more based on average unit operations.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	John Deere performance certification 1/19/2018 see attached John Deere performance certification 11/4/2016 see attached TigerFlex hose manufacturing Certification SAE J516 Standards	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Most of the local dealers that will be involved in this process are SBE, MBE, WMBE or Veteran owned businesses. The actual participation of each will be dictated by the customer’s delivery area. That actual percentage of SBE, MBE, WMBE or Veteran owned business information will be provided to the customer upon request prior to the order being placed. Vac-Con is also utilizing a Small Woman Owned Business, DuCo, LLC, to administer any awarded Sourcewell Contract. Vac-Con is committed to hiring Veterans and Persons with disabilities in their hiring practices. Vac-Con has many veterans currently employed. Vac-Con partners with Veteran organizations as well as the Florida Department of Rehabilitative Services when recruiting for all positions.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	As a company, Vac-Con is 100% employee-owned through an ESOP facilitated by their parent company, Holden Industries, Inc. This unique characteristic of ownership allows for every employee to have a significant impact on daily operations, product development, and company value. Vac-Con employee/owners are driven to provide the best solutions in the industry as their reputation and ownership relies on it, unlike competitors that are publicly traded or privately owned. Aeroboost – The Aeroboost 3-Stage Fan (patent pending) and Quiet Drive system is the most unique and impressive fan system on the market. Vac-Con has always been a champion of fan systems and is renowned in the industry for their ability to design and manufacture the most powerful and effective fans available. The Aeroboost is their most engineered fan that boasts 44% fuel savings, 43% decrease in vacuum system operating RPM, 25% increase in airflow, 16-30% more horsepower, 8% decrease in noise pollution, and 5% increase in overall vacuum pressure. Titan – the Titan combination machine is the new standard in combination units and boasts impressive, Vac-Con exclusive components such as the Aeroboost fan and quiet drive system, upgraded filtration, and the Omnibus Precision Power control system. Comprehensive Portfolio – A unique feature that sets Vac-Con apart is that they offer a comprehensive portfolio in combination, hydro-excavation, and jetting machines. Their units are available as skid, trailer, and truck-mounted configurations with various optional components to build these systems out to fit any customer application. Vac-Con is considered to be a custom-manufacturer, allowing each unit to be configured to meet the customer’s needs best. Dual Engine – Vac-Con is the only manufacturer to offer a dual engine combination machine. The dual engine machine makes cleaning sewers a simplified process, while offering reliability and safety. The 2-engine design provides independent control of the vacuum and water systems. This efficient design allows the chassis engine to drive the 3-stage fan or positive displacement blower vacuum system, saving fuel and general wear and tear in the long run.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Each new Vac-Con unit is backed by a factory warranty for defects and workmanship for one year. Longer factory warranty periods are in place for fans, auxiliary engine water pump drive components, debris tank, and water tanks. These warranties cover all products, parts and labor for maternal defect and workmanship. Extended multiple year warranties are available to purchase at a “pass through” price for these OEM components when the original purchase of the machine is made.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage restrictions imposed by Vac-Con. The warranties are based on time from acceptance by the customer and not hours of use of components.	*
47	Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?	The warranty coverage will be reviewed on a case by case basis with the customer's local dealer. Travel time and mileage may be considered to be covered under warranty under extreme circumstances. Typically the customer would take their unit in to the local dealer to perform warranty repairs.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no geographic locations that can not be served. The exclusive Vac-Con dealerships and vendor facilities will assist with maintenance and service required of all Vac-Con units within their sales territories. Vac-Con is capable of providing technical support and parts to customers directly if their dealer is beyond their "reach". This type of warranty support must be factory authorized prior to work on the unit. The customer would simply call a Vac-Con Warranty Specialist, communicate the issue of concern and receive a written Statement of Warranty Work, return any defective parts required to be returned and can be issued a labor credit at the current dealer warranty labor rate that they may use to purchase replacement parts in the future.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Purchased components will be covered by the warranty applicable by the Original Equipment Manufacturer of that component. Vac-Con will assist with coordinating with these entities to service a unit, but the following items would be eligible for their own OEM warranty: Auxiliary engines, water pumps, positive displacement blowers, chassis components and engines. Vac-Con's OEM partners have dealer representatives throughout the United States and Canada. Examples of these OEM's are: John Deere, Kubota, Freightliner etc.	*
50	What are your proposed exchange and return programs and policies?	Because each unit is built to order, there is no set exchange or return policy.	*
51	Describe any service contract options for the items included in your proposal.	Customers that outsource their warranty, service or repair work on their equipment may contact the local servicing dealer. Each dealer is independently owned and employs dedicated parts and service personnel. Vac-Con's dealers have been specifically chosen to represent their products based on their sustained financial stability, ability to provide superior product support both before and after the sale. It is important to Vac-Con that all of their dealers have developed a strong trust and commitment with their local customers. All Vac-Con dealers have their own in-house maintenance facilities along with road-side mobile service repair. Each local dealer will have the capability to provide service contracts and do so regularly. These service contracts are dictated by case by case customer relationships. Vac-Con does not offer service contract options directly to their end users. Vac-Con offers extended warranties and offers pass-through extended warranties on chassis.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	Vac-Con guarantees all product warranties ensuring component workmanship and durability. These warranties can be found in the warranties section of the units manual. All Vac-Con units undergo a thorough factory inspection, and unit burn-in prior to delivery to the dealer and end-user. This process ensures accurate operations of each component and system as specified by the order build sheet. All Vac-Con units are built with the best products available including outsourced components that are sourced through a selective purchasing process by expert purchasing, engineering, and production teams. Each Vac-Con unit is guaranteed to meet customer specified requirements regarding vacuum capabilities, water systems, capacity, weight, and dimensions. Vac-Con provides 24-hour technical service support through their factory service team. All Vac-Con units are guaranteed support by both local Vac-Con representation and the factory service team. Service inquiries will receive a response within 12 to 24 hours of first contact either by local representation (dealer) or a Vac-Con representative. In-stock parts are guaranteed to ship within 48 hours of order submittal.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	One-Touch Customer Support backs Every Vac-Con® Vac-Con®'s part tracking software ensures that they have in inventory all the parts customers and dealers need when they need them. Vac-Con has a dedicated service facility for all warranty work, local repairs, and refurbishing work. One-Touch Customer Support gives you: 26,000 square foot service department, Training center with expert instructors, 24/7 real person support help line, Over $5 million in parts inventory, and 24-hour parts shipment turnaround. Vac-Con's customers can expect to receive either dealer or in house service contact within 24 hours of notice. Vac-Con has a commitment to service with quality after the initial sale and including any followup sales. Vac-Con's repeat customers speak to their service/performance standards as 85% of their sales are repeat customers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Payment terms are net 30 days unless otherwise arranged prior to purchase on a case-by case basis.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	Vac-Con does utilize municipal and non-profit leasing through third party vendors if there is Member interest. Vac-Con does not quote rates or terms for leasing, however it should be known to Members that we have this service available to them. Vac-Con will work with other Sourcewell Awarded Vendors, such as NCL, or any leasing agency of the Member's choice.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Vac-Con will use a standard quote document to price each item for Sourcewell Members. Example attached.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Vac-Con will not accept the P-card for payment. The typical transaction size does not lend itself to this process. Some Vac-Con dealers will allow parts, service, and dealer inventory to be paid for by P-Cards. Each individual dealer will be receiving payments directly for these items, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some dealers have limitations on the amount that can be processed.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Vac-Con's offer is a percentage discount from the manufacturer list price to Sourcewell Members on all of the items being proposed in this offer. Vac-Con's discount will be based on a percentage off of the base model unit. Vac-Con mounts most of their units on commercial truck chassis (except for the trailer mounted units). In order to provide the customer with convenience and the best pricing available, Vac-Con will provide the truck chassis with no profit associated or at a pass-through price to the Member. This gives the Member the ability to utilize quantity discounts that are offered by the chassis manufacturers to Vac-Con. Vac-Con purchases "pool truck chassis" at substantial quantity discounts. Vac-Con will also allow the customer to supply their own chassis in which to mount the body.	*

59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Vac-Con is offering a 10% discount off base units within the following categories: Dual Engine Combination Sewer Cleaners, Single Engine Combination Sewer Cleaners, Dual Titan Sewer Cleaners, Single Titan Sewer Cleaners, XCavator hydro-excavating models, MXT hydro-excavating models, Hydrovac hydro-excavating models, and all refurbishment prices. Vac-Con is offering a 5% discount off base unit for the following models: HotShot sewer jetters, 3 yd sewer combo units, Vac Pumper models, VecJet jetters, Neptune sewer combo unit, Mudslinger hydro-excavation units and VecLoader industrial vacuum trailers. Vac-Con is offering an 5% accessory part discount. To qualify for this discount: 1) The Member is only buying Accessories parts and not an entire unit, 2) The Member Purchase Order must be in excess of $15,000.00. All Member Purchase Orders that qualify, must have their SW Member Number Clearly stated on the Purchase Order.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	Vac-Con's will offer additional discounts for volume purchases. There will be an additional 3% discount off of the base unit discounted price for a single purchase order for 4 or more units. Vac-Con does not offer any rebate programs at this time.	*
61	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	It is Vac-Con's intention to cover all items available on our commercial price lists. Vac-Con does realize from time to time there may be individual requirements that will not be listed. Vac-Con will provide any items "specific" to Sourcewell Members needs that we are able to. The pricing for such items will be priced at 20% above cost. Prior to accepting an order with Open Market or Sourced Goods from a Sourcewell Member, Vac-Con will discuss the availability of specific requests and price the item. Any documentation of cost that we can provide for these items will be presented on an individual basis.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are several costs not included in the pricing submitted in this proposal. These costs are listed below: Freight and Delivery: Freight costs will be pre-paid and added to the Members Quote and Invoice. Small items will be, in most cases, delivered by UPS. Other freight carriers may be utilized in shipments, i.e. Federal Express, DHL and common carrier for truck freight. The actual cost of shipment will be passed through to the customer. Vac-Con will not mark up this item for profit. Minimal handling fees may be added where special packaging is required. The Member will be notified of these charges if applicable prior to order placement. Federal Excise Tax: Vac-Con is required by law to collect Federal Excise Tax on any truck mounted unit rated above 33,000 GVW. This tax will be added to the customer invoice as a separate line item. Vac-Con will pay this tax directly to the Internal Revenue Service. The rate of tax is calculated at 12%. Most municipal and non-profit entities are exempt from this tax. If an exemption certificate is provided, Vac-Con will not be required to collect this tax. Mounting Fee: Mounting fees cover the cost of the mounting of the body on the desired truck chassis or trailer. Federally Mandated Items: The cost of any federally mandated items will be passed on to the Member. The current pricing includes any federally mandated items that are mandated at the time of this proposal. Should there be a Federal Mandate after the date of this proposal, any cost incurred to meet the requirements of this mandate will be passed on to the member. Any costs applicable will be provided to the Member prior to any Purchase Order being issued. This fee would typically be charged to meet any future EPA standards that may arise. An example of such costs would be in meeting Federal Emission Standards. Local Dealer Pre-Delivery Inspection, On Site Training, and Local Delivery Fees: These costs are charged by local dealers to inspect, test, in service the unit, local extended delivery and follow up training. These costs are a pass through cost to the member from the local dealer.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All freight charges are pre-paid and added to the Member quotation for convenience. Members always have the choice of picking up the units at the factory or retain a 3rd party of their choice to deliver the equipment. The freight charges Vac-Con charges are at a pass-through price. Vac-Con has negotiated quantity-discounted shipping rates and will pass those discounts on to the Members. Most offered items are custom built to customer specification. Anticipated delivery of items ordered on a stock chassis or customer supplied chassis is expected to be 45-90 days after receipt of order or customer chassis. Anticipated delivery of an item ordered on a “special order” chassis is expected to be 120-180 days after receipt of order; however, this time can vary greatly depending upon chassis manufacturer back log. Delivery of truck mounted units will be pre-paid and added to Member Quotation and Invoice. Both “Drive-A-Way” service and common carrier service will be used. The actual cost of the service will be passed through to the customer.	*

64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The shipping and delivery charges for Canada, Alaska and Hawaii and any other off shore location are the same as the previously stated delivery programs for the contiguous US. The shipping charges to the port location will be calculated in the same manner. If the customer wishes Vac-Con to deliver via ocean transport, they will pass on the negotiated shipping rates that they will pay to the ocean transport carrier to the Member. It has been Vac-Con's experience that the customers in these locations usually have their own negotiated rates with shipping carriers. If this is the case, Vac-Con will provide the customer shipping to their desired port and provide the customer with the appropriate documentation required. Vac-Con strives to provide the equipment as customer specified and to their satisfaction upon delivery.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As stated above, Vac-Con does pass on negotiated, competitively bid freight pricing to their customers. Most of Vac-Con's Dealers do have units in stock and Member's can purchase those units to enhance delivery times and in some cases better prices for any previous year's inventory.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Vac-Con fully recognizes the value of the national Soucewell Contract and a such gives the best discounts available to Sourcewell Members

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Due to the unique nature of our proposed contract representation, Vac-Con builds in an automatic audit process. DuCo, LLC, being the proposed Contract Administrator and single source for Sourcewell quotations, allows for this self-audit process. Vac-Con will not have to rely on multiple reports from individual dealerships for an accurate accounting of sales. DuCo will have the ability to account for every sale at time of order. There is no after-the-fact gathering of information. DuCo prepares the quotation for the Member under the Contract guidelines. Every Sourcewell Member quotation delineates the Sourcewell Contract Number. When a Purchase Order is received, Vac-Con will require the Purchase Order to reference the contract number. This process makes it clear for all personnel to recognize that it is a Sourcewell contract sale. The order, when received, is booked and accounted for on the Sourcewell sales spreadsheet. This makes the end of quarter reporting complete at the actual end of quarter. As a secondary check, when Vac-Con receives a payment for a unit, Vac-Con will verify the contract used in its purchase. This ensures the correct accounting for the sale on a second level.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Vac-Con sales are maintained in a comprehensive CRM (Salesforce) program that allows for the sales and marketing teams to determine how many units are sold through the Sourcewell contract and additional metrics regarding these sales. The Vac-Con sales team will track and report on quarterly sales through the contract to both internal and external sales teams to evaluate performance of both dealers and regional sales representatives. Vac-Con actively promotes the use of the Sourcewell Contract, and awards dealers on an annual basis for their activity with the contract. Vac-Con values the ability to service the Sourcewell Members with their products. In order for them to ensure they are providing a product that Sourcewell Members want, Vac-Con evaluates these sales, quarterly and annually, to ensure growth. Vac-Con will respond accordingly to specific regional performance through dealer training as well as participation in Sourcewell training classes. Vac-Con expects to increase sales each year. Vac-Con operates with an annual marketing plan to ensure that they maximize their outreach to potential customers, including Sourcewell Members in order to achieve their goal.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Vac-Con proposes an administrative fee of 1%. The fee will be calculated on the Member price less Chassis cost, sales tax (if applicable), and dealer prep/delivery fees.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	

70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Vac-Con Combination Jet/Vac Machines Dual and single engine combination machines with a range of offerings including 2 and 3-stage centrifugal compressors (fans) or various positive displacement blowers for vacuuming. Water jet systems ranging from 15 gallons per minute to 120 gallons per minute with pressures ranging from 1500PSI to 4000 PSI. These units are available in a range of sizes with debris tanks from 3 cu/yd to 16 cu/yd and water tanks from 200 gallons to 1500 gallons. Vac-Con has many optional features offered which are patented. Recycler combination machine – This combination machine is up-fitted with a recycler component. The recycler allows for debris tank water to be used in lieu of fresh water, greatly reducing overall water usage. This feature conserves water as a "Green Initiative" primarily and allows users to continue to work in areas where water access is limited or not available. The Vac-Con Recycler machines can function as standard combination machines in addition to utilizing the recycler features. Titan Class combination machines – the Titan combination machines feature the Aeroboost 3-stage fan (PATENTED) and offer users an incredible amount of efficiency. The dual engine Titan configuration results in a 44% fuel savings, 43% decrease in vacuum system operating RPM, 25% increase in airflow, 16-30% more horsepower, 8% decrease in noise pollution, and 5% increase in overall vacuum pressure (lift). These statistics result in a machine that offers high performance while being very environmentally friendly in regard to noise and carbon footprint. Neptune Trailer-Mounted Unit – the Neptune is a combination jet/vac machine that is either trailer or skid mounted. It is offered with either a 535 or 845 gallon debris tank and 225 or 325 gallons of water tank capacity. This unit is a portable and powerful option in a smaller footprint ideal for schools, colleges and small local governments. Vac-Con Jet ONLY Machines VJ375 – a single axle trailer-mounted unit with 375 gallons of water VJ750 – a tandem axle trailer-mounted unit with 750 gallons of water VJT1500 – a truck-mounted, enclosed jetter unit with 1,500 gallons of water Hot Shot – The Hotshot is a truck chassis mounted machine that offers up to 2,500 gallons of water capacity and is ideal for large sewer and pipeline jetting and cleaning. Vac-Con Hydro-Excavation Machines Mudslinger MS – a trailer or skid-mounted hydro-excavation unit available in 535 or 845 gallon debris tank and 225 or 325 gallon water capacity. The Mudslinger MS is built to function as a standalone unit or as a complement to additional excavation equipment. Mudslinger MST – The MST is available on an F650 (26,000lb) or larger chassis and is offered in 535 or 845 gallon debris tank and 225 or 325 gallon water capacity. The MST offers the Mudslinger trailer unit on a convenient small footprint chassis configuration. Mudslinger MXT – The MXT is a simple, chassis-mounted unit that offers the powerful Vac-Con system in an easy-to-use configuration. Mudslinger CXT – The CXT is a chassis-mounted hydro-excavation machine available from 3 to 16 yard debris tank and 800 to 1,300 gallons of water. This is the legacy Vac-Con hydro-excavation machine. Mudslinger EXT – The EXT is offered in a 12 yard debris tank and 1,500 gallons of water. This unit features an enclosed operator station, and insulated water system and components. The EXT is designed for harsh weather and below freezing environment excavation. Vector Industrial Vacuum units Industrial vacuum units – high vacuum, high volume industrial material conveyors offering a wide variety of products suited for heavy duty industrial cleaning and recovery applications. Noted for their simple rugged durability, Vector machines can be found around the world on the job in shipyards, mines, mills, manufacturing plants, oil fields, gas well sites, refineries, rail yards, general construction sites, infrastructure remediation sites, hazardous material recovery and demolition operations, commercial roofing, abrasives and coatings industries, and others. Available in trailer mounted units and skid mounted units. Vacuum Pumper units Truck mounted vacuum units available from 1500 gallon tank capacity to 5000 gallon tank capacity for pumping large quantities of liquid waste. These trucks can be used stand alone or in synchrony with any other Vac-Con vacuuming equipment. Refurbishment Packages Refurbishment packages on several different levels for already owned Vac-Con units. These refurbishment packages, Bronze, Silver, and Gold, can help the customer over-haul their Vac-Con unit when budgets don't permit replacement units. Refurbishments take place at the factory in Green Cove Springs, Florida Accessories, wear parts and supplies - A full catalog of accessories, camera solutions, pumps, nozzles, cutters and common wear items are offered in this response. Dealer stock, demonstrator, and reconditioned units are offered in this response. These items offer solutions for budget challenged members and for those who will need immediate delivery without having to wait for new build lead time.

71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The Vac-Con "Vac Pumper" models fit within the grease trap cleaning equipment, portable toilet servicing equipment, Sewage pumping station maintenance equipment. The Vector VecLoader offering fits within Industrial Vacuum Equipment, Hazardous Materials Collection Equipment, HEPA filtration equipment categories.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments	
72	Sewer vacuums or combination sewer cleaners	(•) Yes ( ) No	Models offered in this category: Dual Combo, Single Combo, Dual Titan, Single Titan, 3 yard Combo, Neptune trailer.	*
73	Hydro or air excavation equipment	(•) Yes ( ) No	Models offered in this category: XCavator, MXT (municipal hydro-excavator), Hydrovac (offers air and water excavation), Mudslinger trailer excavator.	*
74	Jetters and rodders	(•) Yes ( ) No	Models offered in this category: HotShot high pressure sewer jet, Vec Jet high pressure sewer trailer.	*
75	Dewatering, mud, trash, and centrifugal pumps	(•) Yes ( ) No	These items are offered within this response.	*
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	(•) Yes ( ) No	Models offered in this category: Vac Pumper	*
77	Accessories, supplies and replacement or wear parts related to the offerings above.	(•) Yes ( ) No	All of these items are offered within this response with a 5% discount.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe any product or equipment features that improve operator safety.	Operator safety is at the core of Vac-Con products. Vac-Con integrates a range of components and product features that ensure operators can work with and around these machines in the safest possible manner. - Power Level Wind Guide – an automated component that brings jetting hose out of the manhole, limiting the need for an operator to reach in or around the manhole - Outrigger Leg Magnet – A magnetic leg on the hose reel that assists with lifting service access point lids saving possible operator injury lifting heavy objects. - Grate Lifting Hook System – utilizes the boom to remove storm drain gates saving possible operator injury lifting heavy objects. - Wireless Remote with E-Stop – allows for wireless operation of the unit reducing the need for the operator to manually handle equipment. An E-Stop ensures a way to quickly terminate all functions in case of an emergency - Titan Quiet Drive – The Quiet Drive reduces noise pollution by 8%, allowing operators the ability to hear over the machine for directions and warnings - Water Tank Location – lowest center of gravity in the industry preventing truck top-heavy roll-over The operation of Vac-Con units is performed at the front of the unit with hardwired controls or wireless remotes. Operator safety is better secured with the entirety of the truck between the operator and oncoming traffic. The remote transfer case engagement is located at the front hose reel and allows for operators to control functions typically managed inside the cab. This feature is designed to start and stop the engine and engage and disengage the transfer case from the exterior front of the unit. Operator footsteps and movements in and out of the cab are mitigated, reducing the chance of injury. In addition, Allison Auto Neutral and Range Inhibit Functions are used for safety on this component.	*
79	Describe any product or equipment innovations that increase uptime and operator productivity.	The Vac-Con Recycler is a combination machine outfitted with a recycling component. This system allows for users to use water already in the pipeline or recycled water from the debris tank to continue operations. This function keeps an operator on the job all day without the need to refill tanks running 50 GPM @ 3,000 PSI. The time given back to a job by reducing the need to refill water capacity increase operator efficiency. The Omnibus Precision Power Control System gives the operator control authority over all vacuum, water and engine functions, and at a centralized control panel, right where the operator is working. This coordination of systems allows the operator to use as much power as is needed, saving time and fuel while allowing precise movements of the hydraulic components. This system eliminates over 250 electrical connections and over one mile of wire in a typical Vac-Con build. The Remote Transfer Case Engagement is designed to allow operators to start and stop the engine and disengage the transfer case from the front of the unit. Located on the front hose reel, this feature will limit operator footsteps to and from the cab of the unit and allow a fast job completion. ReelSmart Hose Control System: The ReelSmart technology brings hose reel automation to Vac-Con sewer cleaners With a computerized command controller, up to 30 jobs can be recorded and stored for future use. The pay-out footage, job locations and special instructions can be recalled used for lat use. ReelSmart handles all hose reel pay-out and roll in functions, automatically. This means less physical work for the operator and more efficiency and productivity at the job-site. The customer can record on a USB drive or maintain a daily log with its MS-Excel data dump. This new technology is available in English, Spanish and French.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - VacCon Sourcewell Pricelist 9_30_2021.zip - Monday September 27, 2021 14:14:14
- Financial Strength and Stability - Financial Strength and Authorzation Letter.zip - Monday September 27, 2021 14:14:25
- Marketing Plan/Samples - dealers and marketing examples.zip - Monday September 27, 2021 14:14:59
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples - VACCON STANDARD QUOTE EXAMPLE.pdf - Monday September 27, 2021 14:15:19
- Upload Additional Document - Performance Certs and Testimonials.zip - Monday September 27, 2021 14:15:36

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	☑	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	☑	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	☑	1

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 City Manager to Execute a Contract for Water Treatment Plant Chemical Supply – Liquid Chlorine

MEETING DATE: August 1, 2022

EXECUTIVE SUMMARY

The Public Works Department is responsible for the maintenance and operation of the City's Water Treatment Plant and each year solicits bids for necessary chemical supplies. If approved, the resolution will authorize a purchase contract with vendor Thatcher Company of California, Inc. (Thatcher) as the only responsive bidder for Liquid Chlorine in the amount of $110,000.

FISCAL IMPACT

None from this action. Funding for water treatment chemical supplies was approved by the City Council with adoption of the City's Operating Budget for Fiscal Year 2022-23 (Resolution No. 22-14107). No new funds are requested.

RECOMMENDATION

City Council adopt the attached Resolution authorizing the City Manager to execute a contract with Thatcher in the amount of $110,000 for Water Treatment Plant (WTP) Chemical Supply – Liquid Chlorine.

BACKGROUND

The Public Works Department manages, operates and maintains the City's 32 million gallon per day water treatment plant, eight distribution reservoirs, nine pumping stations and two wells, to reliably provide quality drinking water that meets or exceeds all federal and state requirements. Chemicals such as Liquid Chlorine are needed in the water treatment process.

The Bay Area Chemical Consortium (BACC) is a group of water and wastewater agencies in the Bay Area working together to purchase chemicals by combining bid solicitations. Combined bid solicitations offer vendors an opportunity to sell greater quantities of their products. As a result, the 50 participating agencies, including the City, can usually obtain lower prices as a group than by bidding alone. The City has received significant savings for chemical purchases through its participation with BACC.

Bids for the supply and delivery of Liquid Chlorine in the North Bay region were received by the BACC in April for the period of July 1, 2022, through June 30, 2023. The cost is $1,648.00/ one-ton cylinder. From past use of Liquid Chlorine at the WTP, staff estimates the cost of this chemical will total about $110,000 for the year.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The City's Public Works Department is part of the Bay Area Chemical Consortium (BACC) that bids out chemical supplies for approximately 50 agencies in the Bay Area. Thatcher is the only responsive bidder.

Staff recommends the City Council authorize the City Manager to execute a contract for purchase of Liquid Chlorine in the amount of $110,000 with Thatcher.

ATTACHMENTS: Resolution
Bid Results

Report Prepared By: Natasha Farmer, Public Works Administrative Analyst I

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a Resolution Authorizing the City Manager to Execute a Contract for the Water Treatment Chemical Supply- Liquid Chlorine	))))	RESOLUTION NO. 22-

WHEREAS, the Public Works Department is responsible to operate and maintain the City's Water Treatment Plant; and,

WHEREAS, Liquid Chlorine is an essential chemical to treat and provide drinking water to the residents of Pittsburg; and

WHEREAS, the Public Works Department solicits bids through the Bay Area Chemical Consortium for Water Treatment Plant Chemical Liquid Chlorine each Fiscal Year; and

WHEREAS, Thatcher Company of California, Inc., was the only responsive bidder for all local regions; and

WHEREAS, funding is available in the Fiscal Year 2022/23 Water Operations budget.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute a purchase contract and a Purchase Order with Thatcher Company of California, Inc. in the amount of $110,000 for Liquid Chlorine Chemical Supply for FY 2022-2023.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 1st day of August 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

March 15, 2022

Thatcher Company of California, Inc.
Attn: Craig N. Thatcher
PO Box 27407
Salt Lake City, UT 84127-0407

RE: Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 10-2022 for Supply and Delivery of LIQUID CHLORINE.

Dear Mr. Thatcher,

We are pleased to advise you that the bid submitted by Thatcher Company of California, Inc. for Bid No. 10-2022 was determined to be the lowest responsive bid for the supply and delivery of LIQUID CHLORINE during the period July 1, 2022 through June 30, 2023.

The participating BACC Agencies should be contacting you shortly to discuss entering into contracts with Thatcher Company of California, Inc. for their respective facilities.

Bay Area Chemical Consortium sincerely appreciates your efforts and participation in the competitive bid process.

If you have any questions, please free to contact me at jdyment@bacwa.org

Sincerely,

Jennifer Dyment
Assistant Executive Director
BACWA.org
as Coordinating Agency for the Bay Area Chemical Consortium

Bay Area Clean Water Agencies
Bid Results for Project 10-2022 LIQUID CHLORINE
Issued on 01/27/2022
Bid Due on February 24, 2022 4:00 PM (PDT)
Exported on 02/24/2022
SINGLE BID AWARD

Section	**LIQUID CHLORINE One-Ton Cylinders (2,000 lbs)**			**LIQUID CHLORINE 150-lb Cylinders (Optional bid item)**
Description	Marin Sonoma Napa	North Bay	Sacramento	Sacramento
Unit of Measure	ton	ton	ton	lb
Univar Solutions USA Inc.	no bid	no bid	no bid	no bid
Thatcher Company of California, Inc.	$1,783.00	$1,648.00	$1,783.00	$1.93

Per Section 2.16 Method of Award
Bids may be awarded by the participating BACC agencies to the lowest, responsive, and responsible bidder meeting the specifications for bulk loads for the chemical. The lowest responsive bidder will be determined by multiplying the estimated annual quantity for each participating BACC agency by the bid price for their region, and adding up the aggregate cost to all of the participating agencies in the regions. The single bid that results in the lowest overall cost to the participating agencies as a group will be determined by BACC to be the low bid, assuming the bid is determined by BACC to be complete and in compliance with the bid requirements. BACC has the right to delete terms or options from the bid contract documents and reserves the right to reject any and all bids and to waive irregularities of said bids.

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 City Manager to Execute a Contract for Water Treatment Plant Chemical Supply – Sodium Hydroxide

MEETING DATE: August 1, 2022

EXECUTIVE SUMMARY

The Public Works Department is responsible for the maintenance and operation of the City's Water Treatment Plant and each year solicits bids for necessary chemical supplies. If approved, the resolution will authorize a purchase contract with vendor Univar USA, Inc. as the lowest responsible, responsive bidder for Sodium Hydroxide (Caustic Soda) in the amount of $200,000.

FISCAL IMPACT

None from this action. Funding for water treatment chemical supplies was approved by the City Council with adoption of the City's Operating Budget for Fiscal Year 2022-23 (Resolution No. 22-14107). No new funds are requested.

RECOMMENDATION

City Council adopt the attached Resolution authorizing the City Manager to execute a contract with Univar USA Inc. in the amount of $200,000 for Water Treatment Plant (WTP) Chemical Supply – Sodium Hydroxide.

BACKGROUND

The Public Works Department manages, operates and maintains the City's 32 million gallon per day water treatment plant, eight distribution reservoirs, nine pumping stations and two wells, to reliably provide quality drinking water that meets or exceeds all federal and state requirements. Chemicals such as Sodium Hydroxide (Caustic Soda) are needed in the water treatment process.

The Bay Area Chemical Consortium (BACC) is a group of water and wastewater agencies in the Bay Area working together to purchase chemicals by combining bid solicitations. Combined bid solicitations offer vendors an opportunity to sell greater quantities of their products. As a result, the 50 participating agencies, including the City, can usually obtain lower prices as a group than by bidding alone. The City has received significant savings for chemical purchases through its participation with BACC.

Bids for the supply and delivery of Sodium Hydroxide in the East Bay region were received by the BACC in April for the period of July 1, 2022 through June 30, 2023. The cost is $777.03 per dry ton. From past use of Sodium Hydroxide at the WTP, staff estimates the cost of this chemical will total about $200,000 for the year.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The City's Public Works Department is part of the Bay Area Chemical Consortium (BACC) that bids out chemical supplies for approximately 50 agencies in the Bay Area. Univar USA Inc. is the lowest responsible, responsive bidder.

Staff recommends the City Council authorize the City Manager to execute a contract for purchase of Sodium Hydroxide in the amount of $200,000 with Univar USA Inc.

ATTACHMENTS: Resolution
Bid Results

Report Prepared By: Natasha Farmer, Public Works Administrative Analyst I

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a Resolution Authorizing the City Manager to Execute a Contract for the Water Treatment Chemical Supply- Sodium Hydroxide	))))	RESOLUTION NO. 22-

WHEREAS, the Public Works Department is responsible to operate and maintain the City's Water Treatment Plant; and,

WHEREAS, Sodium Hydroxide is an essential chemical to treat and provide drinking water to the residents of Pittsburg; and

WHEREAS, the Public Works Department solicits bids through the Bay Area Chemical Consortium for Water Treatment Plant Chemical Sodium Hydroxide (Caustic Soda) each Fiscal Year; and

WHEREAS, Univar USA Inc., was determined to be the lowest responsive, responsible bidder for all local regions; and

WHEREAS, funding is available in the Fiscal Year 2022/23 Water Operations budget.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute a purchase contract and a Purchase Order with Univar USA, Inc. in the amount of $200,000 for Sodium Hydroxide Chemical Supply for FY 2022-2023.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 1st day of August 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

March 15, 2022

Univar Solutions USA Inc.
Attn: Jennifer Perras
8201 S 212th St.
Kent, WA 98032

RE: Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 12-2022 for Supply and Delivery of SODIUM HYDROXIDE to East Bay, Marin Sonoma Napa, Sacramento, South Bay, North Bay and Tri Valley regions.

Dear Ms. Perras,

We are pleased to advise you that the bid submitted by Univar Solutions USA Inc. for Bid No. 12-2022 was determined to be the lowest responsive bid for the supply and delivery of SODIUM HYDROXIDE during the period July 1, 2022 through June 30, 2023 for regions: East Bay, Marin Sonoma Napa, Sacramento, South Bay, North Bay and Tri Valley.

The participating BACC Agencies should be contacting you shortly to discuss entering into contracts with Univar Solutions USA Inc. for their respective facilities.

Bay Area Chemical Consortium sincerely appreciates your efforts and participation in the competitive bid process.

If you have any questions, please free to contact me at jdyment@bacwa.org

Sincerely,

Jennifer Dyment
Assistant Executive Director
BACWA.org
as Coordinating Agency for the Bay Area Chemical Consortium

Bay Area Clean Water Agencies
Bid Results for Project 12-2022 SODIUM HYDROXIDE
Issued on 01/27/2022
Bid Due on February 24, 2022 4:00 PM (PDT)
Exported on 02/24/2022
REGIONAL BID AWARD

CENTRAL VALLEY EST ANNUAL dry ton	**20% CAUSTIC**		**25% CAUSTIC**		**30% CAUSTIC**		**50% CAUSTIC**		**TOTAL OVERALL COST FOR REGION**
			478		**0**		**155**		
			BID PRICE PER Dry ton	TOTAL EST COST			BID PRICE PER dry ton	TOTAL EST COST	
Olin Corporation			$994.00000	$475,132.00			$866.00000	$134,230.00	$609,362.00
Brenntag Pacific, Inc.			$975.00000	$466,050.00			$833.00000	$129,115.00	$595,165.00
Univar Solutions USA Inc.			$1,142.33000	$546,033.74			$816.74000	$126,594.70	$672,628.44

EAST BAY EST ANNUAL QTY Dry Ton	**20% CAUSTIC**		**25% CAUSTIC**		**30% CAUSTIC**		**50% CAUSTIC**		**TOTAL OVERALL COST FOR REGION**
	0		**0**		**0**		**891**		
	BID PRICE PER Dry Ton	TOTAL EST COST	BID PRICE PER Dry Ton	TOTAL EST COST	BID PRICE PER Dry Ton	TOTAL EST COST	BID PRICE PER Dry Ton	TOTAL EST COST	
Olin Corporation							$877.00000	$781,407.00	$781,407.00
Brenntag Pacific, Inc.							$825.00000	$735,075.00	$735,075.00
Univar Solutions USA Inc.							$777.03000	$692,333.73	$692,333.73

MARIN SONOMA NAPA EST ANNUAL QTY Dry Ton	**20% CAUSTIC**		**25% CAUSTIC**		**30% CAUSTIC**		**50% CAUSTIC**		**TOTAL OVERALL COST FOR REGION**
	0		**80**		**0**		**622**		
			BID PRICE PER Dry Ton	TOTAL EST COST			BID PRICE PER Dry Ton	TOTAL EST COST	
Olin Corporation			$928.00000	$74,240.00			$879.00000	$546,738.00	$620,978.00
Brenntag Pacific, Inc.			$955.00000	$76,400.00			$825.00000	$513,150.00	$589,550.00
Univar Solutions USA Inc.			$873.50000	$69,880.00			$805.77000	$501,188.94	$571,068.94

NORTH BAY EST ANNUAL QTY Dry Ton	**20% CAUSTIC**		**25% CAUSTIC**		**30% CAUSTIC**		**50% CAUSTIC**		**TOTAL OVERALL COST FOR REGION**
	0		**0**		**2,432**		**960**		
					BID PRICE PER Dry Ton	TOTAL EST COST	BID PRICE PER Dry Ton	TOTAL EST COST	
Olin Corporation					$955.00000	$2,322,560.00	$865.00000	$830,400.00	$3,152,960.00
Brenntag Pacific, Inc.					$935.00000	$2,273,920.00	$820.00000	$787,200.00	$3,061,120.00
Univar Solutions USA Inc.					$860.20000	$2,092,006.40	$740.45000	$710,832.00	$2,802,838.40

SACRAMENTO EST ANNUAL QTY Dry Ton	**20% CAUSTIC**		**25% CAUSTIC**		**30% CAUSTIC**		**50% CAUSTIC**		**TOTAL OVERALL COST FOR REGION**
	4		**731**		**167**		**1,380**		
	BID PRICE PER Dry Ton	TOTAL EST COST	BID PRICE PER Dry Ton	TOTAL EST COST	BID PRICE PER Dry Ton	TOTAL EST COST	BID PRICE PER Dry Ton	TOTAL EST COST	
Olin Corporation	$1,074.00000	$4,296.00	$1,043.00000	$762,433.00	$993.00000	$165,831.00	$891.00000	$1,229,580.00	$2,162,140.00
Brenntag Pacific, Inc.	$1,040.00000	$4,160.00	$1,020.00000	$745,620.00	$1,005.00000	$167,835.00	$875.00000	$1,207,500.00	$2,125,115.00
Univar Solutions USA Inc.	$1,019.35000	$4,077.40	$967.58000	$707,300.98	$957.34000	$159,875.78	$806.36000	$1,112,776.80	$1,984,030.96

SOUTH BAY EST ANNUAL QTY Dry Ton	**20% CAUSTIC**		**25% CAUSTIC**		**30% CAUSTIC**		**50% CAUSTIC**		**TOTAL AGGREGATE COST FOR REGION**
			10		**3**		**2,000**		
			BID PRICE PER Dry Ton	TOTAL EST COST	BID PRICE PER Dry Ton	TOTAL EST COST	BID PRICE PER Dry Ton	TOTAL EST COST	
Olin Corporation			$1,016.00000	$10,160.00	~~$0.0000~~	0	$879.0000	$1,758,000.00	$1,768,160.00
Brenntag Pacific, Inc.			$1,030.00000	$10,300.00	$1,550.0000	$4,650.0000	$828.0000	$1,656,000.00	$1,670,950.00
Univar Solutions USA Inc.			$975.43000	$9,754.30	$2,129.7400	$6,389.2200	$779.6000	$1,559,200.00	$1,575,343.52

TRI VALLEY EST ANNUAL QTY Dry Ton	**20% CAUSTIC**		**25% CAUSTIC**		**30% CAUSTIC**		**50% CAUSTIC**		**TOTAL OVERALL COST FOR REGION**
			325				**650**		
			BID PRICE PER Dry Ton	TOTAL EST COST			BID PRICE PER Dry Ton	TOTAL EST COST	
Olin Corporation			$987.00000	$320,775.00			$863.00000	$560,950.00	$881,725.00
Brenntag Pacific, Inc.			$965.00000	$313,625.00			$827.00000	$537,550.00	$851,175.00
Univar Solutions USA Inc.			$907.90000	$295,067.50			$761.37000	$494,890.50	$789,958.00

TOTAL EST QTY Dry Ton	**4**	**1,624**	**2,602**	**6,658**
CHECK: BID DOC TOTALS	**4**	**1,624**	**2,602**	**6,658**

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Approve Project Management Budget, Allocate Funds, and Authorize City Manager to Execute Contract with William K. Faisst, Consulting Engineer, Inc. for Water Treatment Plant Filter Replacement Project

MEETING DATE: August 1, 2022

EXECUTIVE SUMMARY

The Water Treatment Plant Filter Replacement Project is paramount to the City's ability to continue providing high-quality drinking water to Pittsburg residents. Successful project management will require exceptional knowledge of the treatment plant and ample experience in designing and making improvements to water treatment plants. William K. Faisst, Consulting Engineer, Inc. (WKFCE) meets and exceeds these requirements.

FISCAL IMPACT

Pittsburg recently sold approximately $40 Million of municipal bonds to fund the entire budget for the Water Treatment Plant Filter Replacement Project.

The City requested WKFCE submit a proposal for project management for the estimated four-year length of the project. The consultant submitted a proposed project management budget of $1,340,040, which would encumber funds from water bond proceeds. The initial contract would be for an amount not to exceed $312,000.

RECOMMENDATION

City Council approve project management budget, allocate funds from water bond proceeds, and authorize the City Manager to execute an initial Consultant Services Agreement with William K. Faisst, Consulting Engineer, Inc. for the Water Treatment Plant Filter Replacement Project in an amount not to exceed $312,000.

BACKGROUND

In the third fiscal quarter of FY 2021/2022, Pittsburg sold $40 Million in municipal bonds to fund the Filter Replacement Project at the Pittsburg Water Treatment Plant.

This project is the top priority project for Pittsburg's Water Treatment Plant and is paramount to continuing to provide Pittsburg residents with safe and high-quality drinking water.

A project of this magnitude and complexity requires a project manager with ample skill and experience to assemble and direct the project team and keep the overall project on schedule and within budget.

William K. Faisst, PhD is an experienced, highly qualified water professional in the San Francisco East-Bay Region. Dr. Faisst has vast knowledge of Pittsburg's Water Treatment Plant having been an author of the technical memo describing the current state of the filter galleries and the proposed solution to secure the future of the Water Treatment Plant.

SUBCOMMITTEE FINDINGS

This item was not brought before a subcommittee.

STAFF ANALYSIS

The Engineering Department, Capital Improvement Section does not have staff with the experience and expertise to manage the complexity of the Filter Replacement Project. For over 30 years, Bill Faisst has provided expertise to his municipal clientele regarding all aspects of municipal water systems. He most recently led the Brown & Caldwell Municipal Water Resources Group.

At the City's request, Dr. Faisst prepared a project management budget estimate based on 24 hours per week for four (4) years of continuous service.

The initial contract period would be from July 1, 2022 – June 30, 2023, with a project management budget of $312,000.

In each subsequent year, the project management budget will adjust according to the California Department of Industrial Relations (DIR) "All Users" Consumer Price Index (CPI) for the San Francisco-Oakland-Hayward area. The project will utilize the April-to-April index adjustment, and the adjustment will be applied as of July to coincide with the new fiscal year and potential contract renewals.

The projected 4-year budget is as follows and assumes a +5% annual adjustment. The actual annual adjustments will not be known until April of each subsequent fiscal year but is estimated to be less than +5% annually.

Fiscal Year	Weeks	Weekly Hours	Adjusted Rate	Total Budget
July 1, 2022- June 30, 2023	52	24	$250.00	$312,000
July 1, 2023- June 30, 2024	52	24	$260.00	$324,480
July 1, 2024- June 30, 2025	52	24	$275.00	$343,200
July 1, 2025- June 30, 2026	52	24	$290.00	$360,360
				$1,340,040

ATTACHMENTS: Resolution
Proposal Letter
Consultant Services Agreement

Report Prepared By: Scott Alman, Interim Assistant City Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving Project Management Budget, Allocating Funds, and Authorizing the City Manager to Execute a Contract with William K. Faisst, Consulting Engineer, Inc. for Water Treatment Plant Filter Replacement Project	)	RESOLUTION NO. 22-

WHEREAS, in the third quarter of FY 2021/2022, Pittsburg sold $40 Million in municipal bonds to fund the Water Treatment Plant Filter Replacement Project; and

WHEREAS, the Filter Replacement Project is the top priority for the Pittsburg Water Treatment Plant and is paramount to continue providing Pittsburg residents with safe and high-quality drinking water; and

WHEREAS, projects of this magnitude and complexity require managers with ample skill and experience to assemble and direct the team and keep the overall project on schedule and within budget; and

WHEREAS, William K. Faisst, PE, PhD is a highly-qualified California Professional Engineer specializing in municipal water systems in the San Francisco East-Bay Region, with extensive knowledge of Pittsburg's Water Treatment Plant having been one of the authors of the technical memo describing the current state of the filter galleries; and

WHEREAS, William K. Faisst Consulting Engineer, Inc. has submitted a proposal for project management services over the projected four (4) years of the rehabilitation project; and

WHEREAS, if approved, the initial contract will be for project management services for the period of July 1, 2022 through June 30, 2023 in an amount not to exceed $312,000 funded by bond sale proceeds.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the project management budget, allocates funds from bond sale proceeds, and authorizes the City Manager to execute a contract with William K. Faisst, Consulting Engineer, Inc. for project management services with the Water Treatment Plant Filter Replacement Project in an amount not to exceed $312,000.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 1st day of August 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
William K. Faisst, Consulting Engineer Inc.
Water Treatment Plant Filter Rehabilitation

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg, a municipal corporation ("City") and William K. Faisst, Consulting Engineer Inc., a California corporation ("Consultant") (together referred to as the "Parties") as of July 1, 2022 (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 Three Hundred Twelve Thousand Dollars ($312,000.00), 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, if any. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities, if any, 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, 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 or insurer's equivalent.

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 Polices.

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 affect 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 the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees 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.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment,

award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its directors, officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. This Section **5.1** shall survive any expiration or termination of this Agreement.

5.2 **PERS Indemnification.** In the event that 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.

7.5 **Registration and Monitoring.** Consultant shall be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as referenced in Labor Code section 1771.1(a). Additionally, Consultant is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7.6 **Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the services described in Exhibit A are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the services described in Exhibit A. In accordance with California Labor Code Section 1773.2, the City has obtained the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City's General Services Department and shall be made available on request. Consultant must comply with all applicable laws and regulations that apply to wages earned in performance of the services described in Exhibit A. Consultant assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by any worker, governmental agency or other third party with regard thereto.

The Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with Labor Code Section 1775, which establishes a penalty per day for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage.

In accordance with Labor Code Section 1776, the Consultant and each subcontractor engaged, if any, in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee, if any, employed in performance of the services described in Exhibit A. Such records shall be in kept, maintained, and made available in accordance with the requirements of Labor Code Section 1776.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to 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, and Consultant shall be compensated for services performed to the effective date of termination;

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 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: William K. Faisst, Consulting Engineer, Inc.
1667 Sunnyvale Avenue
Walnut Creek, CA 94597-1861
Attn: William K. Faisst, President

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attn: Garrett Evans, 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 inconsistences between this Agreement, the Exhibits, and Consultant's proposal, the

Agreement shall control to the extent there are any inconsistences between the Exhibits and the Consultant's Proposal, the Exhibits shall control.

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule

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

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

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

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

CITY OF PITTSBURG:

Garrett Evans, City Manager

CONSULTANT:

William K. Faisst, President

Attest:

Alice Evenson, City Clerk

Approved as to Form:

Donna Mooney, City Attorney

EXHIBIT A

SCOPE OF SERVICES

See attached WKFCE proposal letter dated June 1, 2022

PROJECT SCHEDULE

Project services begin July1, 2022 and proceed on a weekly basis through June 30, 2023. It is expected that this contract will be extended by mutually agreeable contract amendment prior to the termination date.

EXHIBIT B

COMPENSATION SCHEDULE

Fee Schedule

Professional	Professional Rate Per hour	Projected Hours	Projected Fee
William K. Faisst	$250.00	1,248.0	$312,000.00
		Total:	$312,000.00

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: William K. Faisst

William K. Faisst, PhD, P.E., President

2784987.1

June 1, 2022

Mr. Scott Alman. P.E.
Interim Assistant City Engineer
Engineering Division
City of Pittsburg
65 Civic Avenue
Pittsburg CA, 94565

Subject: Proposal for Program Manager Support for the City of Pittsburg Water Treatment Plant Filter Rehabilitation Project

Dear Mr. Alman:

In response to your recent request, William K. Faisst Consulting Engineer Inc. (WKFCE) is pleased to submit this proposal to the City of Pittsburg (COP) to deliver program management support for the Filter Rehabilitation Project (Project) at the COP water treatment plant (WTP). This proposal describes a project understanding, scope of work, qualifications, schedule, compensation, and Terms and Conditions.

Project Understanding

Built in the 1950s and the 1970s and updated extensively in the 1980s and 2010s, the WTP filters and associated equipment such as underdrains, piping, controllers and control systems have reached the end of their useful life. The Project will develop the Filter Rehabilitation Plan (Plan—Brown and Caldwell Technical Memorandum, January 14, 2022) into a bid-ready design package, then follow bidding and construction through commissioning, startup and operations. WKFCE will work closely with COP staff (especially at the WTP) to assist COP staff in soliciting proposals and selecting the most qualified consulting team for project design and other related services. Early work in the Project will resolve outstanding issues in the Plan. Subsequent work will

1667 SUNNYVALE AVENUE, WALNUT CREEK, CA 94597-1861
T 925-935-8628 C 925-997-6992 E WMKFAISSTCE@ASTOUND.NET

will support the COP through design, bidding, construction, commissioning and project close-out.

Scope of Work

WKFCE will carry out the following tasks**.**

Task 1. Project/Program Management

Project/program management activities include the following subtasks.

1.1 Determine which consultant resources and team will be required to successfully complete this project including environmental (CEQA), safety, documentation, peer reviews, specialty reviews, permitting, Cal DDW interaction and approvals, construction management and inspection, specialty inspection(s), commissioning, and project close-out. WKFCE will facilitate garnering the required resources through direct contracting with the COP or by use of an existing COP on-call contractor. WKFCE will then manage the team and the contractual relationships of the team

1.2 Assist the COP in the RFP process including

a. Preparation of the draft RPF with input on the scoring process
b. Be the City's main point of contact for the project
c. Provide responses to any proposer questions
d. Review and scoring of proposals
e. Facilitate and participation in an interview process as needed.
f. Identify the most qualified firm for negotiations
g. Participate in negotiations with the highest ranked firm
h. Prepare draft Council agenda report, resolution(s) and supporting documentation (with city staff assistance) for Council contract award with the selected consultant.

1.3 Assist with contract negotiations and recommendation to award, reviewing proposed scope against budget.

1.4 Throughout project execution, provide oversight of consulting team including monthly checking of progress against the consultant's claimed earned value and the scope of work,

assessing progress on the schedule, reviewing invoices and progress reports, and recommending invoices for payments.

1.5 Draft any deficiency notices.

1.6 Organize and moderate monthly virtual progress meetings. Circulate agendas ahead of the meetings and follow up with summary minutes.

1.7 Prepare and submit concise monthly reporting on project status.

1.8 Support Community Development Department for CEQA compliance (likely a negative declaration or mitigated negative declaration) such as project description (prepared by design consultant) and impacts requiring mitigation.

1.9 If requested, assist the COP with grant/loan applications such a State Revolving Fund or ARPA, or help the COP find a grant writing specialist.

1.10 Prepare and submit monthly invoices for work completed by WKFCE, together with a summary report on completed activities.

Task 2. Design

Design activities include the following subtasks.

2.1 In overview, lead COP staff and the consultant team through development of a Basis of Design Report (BODR). The design consultant will prepare the BODR to resolve all outstanding issues from the planning TM, create at an initial minimum site civil development plan, flow schematic and hydraulic profile, process and instrumentation diagrams, electrical single line, key equipment definition, and specification outline with updated cost estimate and schedule.

a. Organize and moderate a kick-off meeting to confirm goals and COP preferences and limitations. Review and approve a consultant-proposed BODR outline. Circulate a consultant-prepared agenda ahead of the meeting and follow up with consultant-prepared summary minutes.

b. At about 50 percent completion organize and moderate a progress meeting to confirm goals and COP preferences and limitations. Circulate a consultant-prepared agenda ahead of the

meeting and follow up with consultant-prepared summary minutes.

c. Organize a meeting where the consultant will present the key items decided upon through the BODR. Circulate an agenda ahead of the meeting and follow up with consultant-prepared summary minutes.
d. Review the draft BODR. Coordinate with COP staff on review comments and forward consolidated comments to consultant.
e. Check the final BODR.

2.2 For each subsequent design phase (a total of four as described below):

a. Organize and moderate a start of phase meeting, identifying any remaining decisions from the previous phase and path to resolution. Circulate a consultant-prepared agenda ahead of the meeting and follow up with consultant-prepared summary minutes.
b. Check in regularly with COP staff to confirm that progress is in their preferred direction.
c. Hold one or two design progress meetings (likely virtual). Circulate a consultant-prepared agenda ahead of the meeting and follow up with consultant-prepared summary minutes.
d. Organize a meeting where the consultant will present the phase design draft. Circulate a consultant-prepared agenda ahead of the meeting and follow up with consultant-prepared summary minutes.
e. Review the updated consultant-prepared construction cost estimate.
f. Review the design phase submittal and coordinate creating an integrated set of review comments from COP staff, any specialty reviewers, and WKFCE.
g. Identify any issues that the next phase should resolve.

Task 3. Bidding and Award

Activities during bidding and award include the following subtasks.

3.1 Assist the City in establishing an online bidding platform such as Planet Bid©. The City will contract directly with the software/bidding site firm.

3.2 Advertise for bids such as newspaper announcement and notification to plan houses.
3.3 Coordinate with COP staff to make contract documents available for sale.
3.4 Organize and hold prebid conference. Develop agenda and circulate meeting minutes.
3.5 Accept and organize bidder requests for information. Assemble design consultant responses a "publish" electronically.
3.6 Receive and review bids and report to COP on bidding results, with award recommendation.

Task 4. Construction

Activities during construction will include the following subtasks.

4.1 Assist the COP in selecting and managing the CM and Inspection consultant for construction.

4.2 Coordinate with COP staff to check for any problems/challenges; document and help resolve outstanding issues.

4.3 Carry out periodic site visits with the CM and the contractor.

4.4 Review completion status and review submittal, RFI and change order logs with the CM.
4.5 Review and approve change orders and payment requests with the CM.
4.6 Review and approve CM and consultant invoicing.
4.7 Monthly, summarize project progress for key COP staff—Director of Public Works and COP Engineer.
4.8 Assist COP staff with any project close-out activities.

Assumptions

For this assignment, WKFCE makes the following assumptions about project activities and responsibilities of WKFCE.

1. Design will include the following phases:
    a. Basis of Design Report (BODR)
    b. 30 percent Submittal
    c. 60 percent submittal
    d. 90 percent submittal (draft final design)
    e. Final design.

2. WKFCE will not carry out detailed review of architectural, structural, HVAC, electrical and controls design components. COP will engage specialty consultants for those reviews. WKFCE will facilitate selection of the required consultants, contracting them with the COP, and managing the overall team throughout the project.
3. WKFCE will not develop the construction schedule but will review consultant- and/or contractor-developed schedules, presented in Microsoft Project.
4. During bidding, COP staff also will review the bids.
5. WKFCE will facilitate the selection of and COP will engage an independent firm to provide construction management (CM), with resident engineer and inspection. The contractor will provide testing services during construction.

Qualifications

Dr. Faisst has over 46-years' experience in the planning and design of water and wastewater treatment facilities including extensive work evaluating and upgrading existing facilities. He has gained significant facilities knowledge through work on the COP WTP for over a decade on multiple assignments.

Schedule, Expected Level of Effort and Consultant Availability

WKFCE will commence work immediately upon notice to proceed, with an expected overall project duration of up to 42 months. Through City fiscal year year 2023, WKFCE has programmed a level of effort of up to 1248 hours. For subsequent years the COP and WKFCE will jointly agree to a level of effort. Dr. Faisst will be reasonably available to the COP and will endeavor to schedule any time off well in advance.

Compensation

The hourly billing rate for William K. Faisst, PE, PhD will be $250 per hour through June 30, 2023 (FY 2022-2023) beginning on July 1, 2023. Each July 1st thereafter, Dr. Faisst's billing rate will be adjusted to the nearest $5 increment based on the April-April Consumer Price Index - California (CPI) as produced by the California Department of Industrial Relations for All Urban Consumers in the San Francisco/Oakland/Hayward/San Jose area.

WKFCE will bill any subconsultant costs at cost plus 5 percent. Other expenses will bill at cost, with mileage charged at the Internal Revenue Service rate at the time of invoicing. The initial COP authorization is up to $312,000 for labor and other expenses from the date of this contract through June 30, 2023. WKFCE will not exceed this cost without prior written authorization from the COP. Table 1 summarizes the estimated hourly rates and authorization for the next four City fiscal years.

Table 1. Projected City of Pittsburg Authorization to WKFCE For Assistance on Water Treatment Plant Filter Rehabilitation and Hypochlorite Conversion

Fiscal Year	Projected Maximum Hours	Hourly Rate	Estimated Fiscal Year Billing
2022/2023	1248	$250	$312,000
2023/2024	1248	$260	$324,480
2024/2025	1248	$275	$343,200
2025/2026	1248	$290	$360,360
Total			$1,340,040

Note: a. Hourly rates after Fiscal Year 2022/2023 subject to adjustment on July 1st of the following fiscal year. Hourly rates shown assume 5 percent yearly increase. Actual adjustment will occur as described in this proposal.

Terms and Conditions

WKFCE will carry out this assignment in accordance with the COP standard terms and conditions, with minor changes as approved by the City.

I greatly appreciate the opportunity to assist the COP. Please call or email me (925-997-6992; wmkfce@astound.net)

Respectfully submitted,



William K. Faisst, Ph.D., P.E.

President

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 the Termination of 401(a) Plan #107079 Between Mission Square and the City of Pittsburg

MEETING DATE: August 1, 2022

EXECUTIVE SUMMARY

Consideration of a Resolution Approving the Termination of 401(a) Plan #107079 Between Mission Square and the City of Pittsburg.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Staff recommends that the City Council adopt the Resolution Approving the Termination of 401(a) Plan #107079 Between Mission Square and the City of Pittsburg.

BACKGROUND

The City sponsors and maintains Deferred Compensation 457(b) and 401(a) retirement plans through Empower Retirement ("Empower"). The City's previous provider was ICMA-RC, now known as Mission Square Retirement.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The City no longer contributes to Mission Square Retirement. However, the City's 401(a) account remains active, with no continuing contributions. A few City employees have remaining accounts that require either plan reinstatement per the Internal Revenue Service (IRS) or termination of the plan, requiring a roll-over to a plan with active contributions.

City contributions are currently provided through Empower. These contributions allow employees to invest dollars on a pre-tax basis for financial needs during retirement and are vested in each employee's account individually.

City staff is recommending the Mission Square 401(a) plan #107079 be terminated as funds are no longer being contribute to this provider.

Participants and beneficiaries can withdraw their assets through Mission Square any time after the effective termination date. Participants must make an election to withdraw or roll over assets by the automatic distribution date.

For tax reporting purposes, participants will receive an IRS Form 1099-R the January following the year in which they receive a distribution.

The attached resolution names the City Manager as Administrator of the Mission Square 401(a) Plan #107079 and authorizes him to execute the necessary documents to terminate the agreement.

ATTACHMENTS:

Resolution

Report Prepared By: Jennifer Brizel, Director of Human Resources

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving the Termination of 401(a) Plan #107079 Between Mission Square Retirement and the City of Pittsburg

RESOLUTION NO. 22-

WHEREAS, the City's 401(a) account with Mission Square Retirement remains active, with no continuing contributions; and

WHEREAS, the City has determined that the establishment of the Plan administered by the Mission Square and/or its affiliates is no longer needed; and

WHEREAS, the City desires Plan #107079 between Mission Square and the City of Pittsburg be terminated.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby approves the resolution authorizing the City Manager to terminate Plan #107079 with Mission Square Retirement.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 1st day of August 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
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 the Terms and Conditions of Employment for IBEW Union, Local 1245 for the Period July 1, 2022 through June 30, 2025

MEETING DATE: August 1, 2022

EXECUTIVE SUMMARY

The City of Pittsburg and IBEW Union, Local 1245 (IBEW) are proposing terms and conditions of employment for IBEW for the period of July 1, 2022 through June 30, 2025 (Contract Period).

FISCAL IMPACT

The total net impact to the General Fund in Fiscal Year 2022-23 is $86,000 and will be reflected in the current budget. The costs associated with the terms and conditions for the remaining fiscal years of the Contract Period will be budgeted accordingly in future fiscal years.

RECOMMENDATION

Staff recommends that the City Council adopt the Resolution approving the tentative agreement between the City and IBEW for the Contract Period, authorizing the City Manager to prepare and execute a successor Memorandum of Understanding (MOU), and authorizing corresponding budget appropriations, expenditures, and funding to be incorporated into the budget for Fiscal Years 2022-23, 2023-24, and 2024-25.

BACKGROUND

The City and IBEW started negotiation sessions in March 2022 to develop a successor MOU and after meeting numerous times to discuss proposals surrounding the upcoming contract term, wages and a variety of other contract concerns, have reached a tentative agreement on the terms and conditions of employment that provides for a three-year contract, cost of living adjustments (COLAs) each year, and an amendment to the contract terms regarding deferred compensation and the terms of Winter Closure. IBEW's most recent MOU expired June 30, 2022.

IBEW membership ratified the parameters of the tentative agreement package on July 21, 2022.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

Following a comprehensive salary and benefits study, the City and IBEW agreed to wage increases competitive with market rates beginning with a five percent (5%) COLA for the first full pay period of Council approval, a four percent (4%) COLA for the first full pay period following July 1, 2023, and a three percent (3%) COLA following the first full pay period following July 1, 2024.

Based on the unique industry standards for high voltage utility workers, the City agrees that effective October 1, 2022, this MOU shall reopen on the issues of standby pay and effective June 30, 2023, this MOU shall reopen on the issues of overtime.

In both cases, the parties will meet to study and evaluate the current labor market for IBEW-represented classifications with regard to standby pay and double-time overtime. The parties will review IBEW's June 21, 2022 proposals on these issues to determine whether to modify either the standby or overtime provisions of the MOU. Any changes will be by mutual agreement only.

Beginning on July 5, 2015, the City implemented a 40-hour winter closure accomplished by a one point nine two five percent (1.925%) reduction in pay (1.54 hours per pay period).

Effective the first full pay period following July 1, 2022, the 1.925% deduction will cease and the City will no longer deduct 1.54 hours per pay period. However, the parties agree that the City continue the Winter Closure in the amount of forty (40) hours per fiscal year.

Winter Closure shall occur during the months of December and January. The City shall determine the actual winter closure schedule for each employee in the unit based on the service needs of the department. Employees may use vacation, compensatory time off, floating holiday or unpaid leave to cover the Winter Closure.

If a non-exempt employee is called in to work on an unplanned or emergency basis during his or her scheduled holiday closure time, that employee shall be paid overtime for any such hours worked (versus receiving additional holiday closure time to be taken at a later time). Upon Council adoption, the City agrees to calculate the 1.54 hours (the 1.925% deduction) per pay period per employee from the first full pay period after July 1, 2022 to adoption, and provide employees with the option to cash out said amount or have the appropriate hourly equivalent added to their compensatory time off account.

Effective the first full pay period following the later of City Council adoption or July 2022, the City will increase the "matching" contribution to the 457 deferred compensation plan for participating regular full-time employees up to a maximum of One-Hundred Fifty Dollars and ($150) per month. The City will make a "matching" contribution to the 457 deferred compensation plan for participating regular part-time employees up to a maximum of Seventy-Five Dollars ($75) per month.

The terms and conditions of the tentative agreement include the following amendments to the draft MOU:

1) Term (Section 2)
2) Salaries (Section 4)
3) Winter Closure (Section 4.C.)
4) Deferred Compensation (Section 5.8)
5) Standby (Section 6.2)
6) Overtime (Section 17.1)

Should the City Council approve these terms, staff will prepare a successor MOU that incorporates the agreed upon changes.

ATTACHMENTS:
Exhibit A – Comprehensive Tentative Agreement between the City of Pittsburg and IBEW Union
Resolution

Report Prepared By: Jennifer Brizel, Director of Human Resources

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving the Terms and Conditions of Employment for IBEW Union, Local 1245 for the Period of July 1, 2022 Through June 30, 2025	))))	RESOLUTION NO. 22-

WHEREAS, the most recent Memorandum of Understanding (MOU) between the City of Pittsburg and IBEW Union, Local 1245 (IBEW) expired on June 30, 2022; and

WHEREAS, after meeting numerous times to discuss proposals surrounding the upcoming contract term, wages and a variety of other contract concerns, the City and IBEW have reached a tentative agreement on the terms and conditions of employment; and

WHEREAS, staff recommends a three year contract term, cost of living adjustments each year, and amendment to the contract terms regarding deferred compensation and Winter Closure; and

WHEREAS, City representatives and the duly appointed representatives IBEW have met and conferred in accordance with Section 3500 et seq. of the California Government Code; and

WHEREAS, the membership of the IBEW ratified the tentative agreement, attached as Exhibit A to the Staff Report, on July 21, 2022; and

WHEREAS, upon adoption of this Resolution, the City Manager and staff will prepare a successor MOU that incorporates the agreed upon terms and conditions.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby approves the tentative agreement between the City and IBEW for the period of July 1, 2022 through June 30, 2025, authorizes the City Manager to prepare and execute a successor MOU, and authorizes corresponding budget appropriations, expenditures, and funding to be incorporated into the budget for Fiscal Years 2022-23, 2023-24, and 2024-25.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 1st day of August 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

EXHIBIT A

City of Pittsburg and IBEW Local 1245
Successor Agreement Negotiations
City Package Proposal No.4
Distributed at the Bargaining Table – July 20, 2022

Local 1245 Counter Presented on 7/20/2022 at 1020 (R3)

1. **Term** [Same as IBEW 6/8 & 6/21 Proposals]
   3 Years (July 1, 2022 – June 30, 2025)

2. **Wages** [Same as IBEW 6/8 & 6/21 Proposals]

   Cost of Living Adjustments:
   - Effective the first full pay period following the later of City Council adoption or July 1, 2022: **5.0%**
   - Effective the first full pay period following the later of City Council adoption or July 1, 2023: **4.0%**
   - Effective the first full pay period following the later of City Council adoption or July 1, 2024: **3.0%**

   [Note: City continues to believe that the median market position identified in the 2019 agreement between the parties remains appropriate. Therefore, the City does not propose any additional equity increases.]

3. **Standby**
   City May 12, 2022 Proposal

4. **Reopener on Standby and Overtime** [New]

   Effective October 1, 2022, this Memorandum of Understanding shall reopen on the issue~~s~~ of Standby Pay.

   Effective June 30, 2023, this Memorandum of Understanding shall reopen on the issue~~s~~ of ~~Standby Pay and~~ Overtime.

   In both cases, the Parties will meet to study and evaluate the current labor market for IBEW-represented classifications with regard to standby pay and double-time overtime. The Parties will review IBEW's 6/21/22 proposals on these issues to determine whether to modify either the standby or overtime provisions of the MOU. Any changes will be by mutual agreement only.

5. **Winter Closure** [Consistent with AFSCME Agreement]

   Replace Section 4.C with the following:

C. Beginning on July 5, 2015, the City implemented a 40-hour unpaid "Winter Closure" accomplished by a one point nine two five percent (1.925%) reduction in pay (1.54 hours per pay period).

Effective the first full pay period following the later of City Council adoption or July 1, 2022, the 1.925% deduction will cease and the City will no longer deduct 1.54 hours per pay period.

Beginning with the 2022-23 Fiscal Year, the Winter Closure, will occur as follows. Non-essential City operations will be closed to the public between the Christmas and New Year's Day holidays. However the City shall determine the actual winter closure schedule for each employee in the unit based on the service needs of their department. Employees will be encouraged to take time off, however, it will not be a requirement. Employees electing to take time off may choose to take vacation, compensatory time, floating holiday time or unpaid time during the closure period. The use of unpaid leave during winter closure time will not negatively impact the employee's qualification for paid holidays (e.g., December 25 or January 1); or qualification for City-paid health benefits. However, additional paid leaves do not accrue during unpaid leave time.

Employees who choose to work on a City closure day may be assigned to perform duties outside of their normal job duties. Any assigned duties must be reasonable in nature.

D. Closure of Facilities to the Public
The City Manager may also choose to close some or all City facilities to the public while maintaining operational staffing levels to allow staff to complete special projects or reduce work backlogs.

Upon Council adoption, the City agrees to calculate the 1.5 hours (the 1.92% reduction) per pay period per employee from the first full pay period in July, 2022 to adoption, and provide employees with the option to cash out said amount or have the appropriate hourly equivalent added to their compensatory time off account.

6. Deferred Compensation

[New Proposal presented outside of the groundrules timeline in the interest of settlement]
Add the following to Paragraph 5.8:

Effective the first full pay period following the later of City Council adoption or July 2022, the City will increase the "matching" contribution to the 457 deferred compensation plan for participating regular full-time employees up to a maximum of one-hundred fifty dollars and zero cents ($150.00) per month. The City will make a "matching" contribution to the 457 deferred compensation plan for

participating regular part-time employees up to a maximum of seventy-five dollars and zero cents ($75.00) per month.

7. **Local 1245 will Withdraw UP 5, Bereavement Leave, and withdraws its counter on Holidays presented 6/8/2022 at 1000 hours, however.**

   [This is a package proposal made in the interest of settlement. All Issues not included in this proposal remain status quo.]

Tentatively agreed to by the parties

For the City: _____ Date: 20 July, 2022

For Local 1245 _____ Date: 07/20/2022

City of Pittsburg and IBEW Local 1245
Successor Agreement Negotiations
City Proposal
Distributed at the Bargaining Table - May 12, 2022

ARTICLE 6. INCENTIVES AND DIFFERNTIALS

Section 6.2 Standby Shift

In order to provide emergency service during evenings, weekends, and holidays, IBEW Local 1245 agrees that employees shall make themselves available to respond to emergency calls.

The employee scheduled for standby shall receive $78.57 for each day on standby. Employees will normally be assigned standby in full week increments which begin ~~five hundred fifty dollars ($550) for each standby shift. A standby shift is a one-week period that begins~~ at the end of the employee's Thursday shift (standby shift). However, employees may voluntarily agree to share a standby shift and each employee will be paid based on the number of days on standby.

An employee on standby receives an additional eight (8) hours of compensatory time off at their regular rate of pay when on standby on Thanksgiving Day or Christmas Day.