CITY OF PITTSBURG
AGENDA

SEPTEMBER 19, 2022

CITY HALL COUNCIL CHAMBER
65 CIVIC AVENUE, PITTSBURG, CA

CLOSED SESSION
6:00 P.M.

REGULAR MEETINGS
7:00 P.M.

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

PRESIDING

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—ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to Section 54956.9(d)(2):

   Number of cases: One (1)

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS

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

PROCLAMATIONS

3. National Hispanic Heritage Month

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)

HOUSING AUTHORITY

CONSIDERATION

4. Adoption of a Housing Authority Resolution Authorizing Acquisition of the Limited Partnership Interests in Gateway Mixed Use Development, a California Limited Partnership (the "Partnership"), a Capital Contribution to the Partnership to Pay-Off Existing Bond Debt, Substitution of Managing General Partner of the Partnership, and an Amendment to the Partnership Agreement Granting the Housing Authority Options to Acquire Both General Partners' Interests in the Partnership

   The Housing Authority of the City of Pittsburg (Housing Authority) proposes to acquire the limited partners interests in the Gateway Mixed Use Development, a California limited partnership (the “Partnership”) (LP Interests), the administrative general partner of the Partnership interest (AGP Interest), and the managing general partner of the Partnership interest (MGP Interest).

CONSENT CALENDAR

5. Minutes of August 15, 2022

HOUSING AUTHORITY MEMBER REMARKS

ADJOURNMENT OF THE HOUSING AUTHORITY

CITY COUNCIL MEETING

PUBLIC HEARING

6. Adoption of a Resolution and Introduction and Waive First Reading of an Ordinance Amending the Zoning Map for Liberty Residential Subdivision Phase II, AP-21-1599 (GP, RZ, SUBD, DR)

   This is a public hearing on a request for approval of: 1) a General Plan Map Amendment to change the parcel’s land use designation from Low Density Residential to Medium Density Residential and 2) a Zoning Map Amendment to rezone the parcel from RS-5 (Single-Family Residential) to PD (Planned Development) District (and associated PD Plan) for the Liberty Residential Subdivision Phase II Project located at 360 Central Avenue in the RS-5 (Single-Family Residential) district. Assessor's Parcel No. 086-151-002. For information purposes, this application also includes consideration of a Vesting Tentative Map for a 17-lot Major Subdivision and Design Review of landscape and architectural plans. On August 9, 2022, the Planning Commission adopted Resolution No. 10196 recommending approval of the proposal in its entirety.

7. Adoption of a City Council Resolution Approving the 2021-2022 Community Development Block Grant Consolidated Annual Performance and Evaluation Report

The Housing and Community Development Act of 1974, as amended, requires all Community Development Block Grant (CDBG) entitlement jurisdictions to prepare and submit a Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) by September 30th of each year. The CAPER is a "report card" that documents how well the City met its goals during the period of July 1, 2021 through June 30, 2022 (Program Year) in helping low to moderate income residents of Pittsburg with a variety of services and improvements utilizing CDBG funds.

CONSIDERATION

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

8. Minutes of August 15, 2022

9. Adoption of a Pittsburg Power Company Resolution Attesting the Veracity of the 2021 Power Content Label to the California Energy Commission

   The Power Source Disclosure (PSD) Program Regulations require that a publicly owned electricity retail supplier submit to the California Energy Commission (CEC) an attestation of the veracity of both the annual Power Source Disclosure Report and the Power Content Label (PCL) for the previous calendar year. For public agencies submitting board resolutions as attestation, in lieu of a requirement to provide a report from an auditor, the Board of Directors must attest to the Power Content Label in addition to the PSD report.

10. 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)

    Assembly Bill 361 (AB 361) amended the Brown Act to allow local legislative bodies to continue to meet remotely during proclaimed states of emergency under specified conditions. Findings must be made every 30 days.

11. Adoption of a City Council Resolution to Accept Project 4065, 2021/2022 CDBG ADA Curb Ramp Installation Project as Complete and Authorize the City Engineer to File a Notice of Completion

    Project 4065, 2021/2022 CDBG ADA Curb Ramp Installation Project ("the Project') constructed 38 curb ramps in the neighborhoods located in the Willow Landing, Hillsdale, and Highland Meadows subdivisions. This Resolution will accept the construction contract as complete and authorize the City Engineer to file a notice of completion.

12. Adoption of a City Council Resolution Amending City's Conflict of Interest Code

    Pursuant to the Political Reform Act, every local government is required to conduct a biennial review of its Conflict of Interest Code to determine its accuracy. As part of this year's biennial review, City staff determined that the City's Conflict of Interest Code must be amended to reflect new, reclassified and eliminated employee positions. Adoption of the resolution updating the City's Conflict of Interest Code will ensure that the Code accurately reflects all of the designated positions within the City which are required, by state law, to disclose financial interests.

13. Adoption of a City Council Resolution to Authorize the Purchase of a 12,000 Gal. Aboveground Storage Tank from PME, Approve and Allocation Additional Funds for Project 3118, Corporation Yard Fueling System Replacement Project

    Project 3118, Corporation Yard Fueling System Replacement Project (the "Project") is for the construction of a new Aboveground Storage Tank (AST) fueling system at the Environmental Center. This project consisted of the complete removal of the existing Underground Storage Tank (UST) at the Corporation Yard and installation of additional long-term monitoring wells that meet the requirements set by the CA Waterboard. In addition, this project will be installing the new AST at the Environmental Center designed by Trident Environmental and Engineering.

14. By Minute Order, Establish a Tobacco, Cannabis, and Alcohol Policy Review Ad Hoc Subcommittee and Appoint Two Subcommittee Members

    The City Council will consider establishing an ad hoc subcommittee tasked with reviewing, providing direction, and making recommendations related to tobacco, cannabis, and alcohol policy options in Pittsburg, as well as appointing two committee members.

15. Adoption of a City Council Resolution Authorizing the City Attorney to Execute a Legal Services Agreement with Sher Edling LLP for PCBs litigation

    To initiate litigation against the Monsanto companies to seek monetary damages that would fund work required under the City's stormwater permit, it is recommended that City Council authorize the City Attorney to execute a legal services agreement with the law firm Sher Edling, LLP.

16. By Minute Order, Select Appointments to Vacancies on the Measure M/P Citizens Oversight Committee

    The Measure M/P Citizens Oversight Committee is comprised of three members of the Community Advisory Commission and two members from the business community that also live in Pittsburg. Five (5) openings exist on the Measure M/P Citizens Oversight Committee. Community Advisory Commissioners were asked to volunteer for the Committee, and staff has reached out to the business community. Four (4) appointments are ready to be made.

17. Adoption of City Council Resolution Authorizing City Manager to Execute a Contract for Police Vehicle Equipment

    The City maintains a fleet of vehicles and equipment necessary for police operations and for maintenance of the City's infrastructure. If approved, the resolution authorizes execution of a contract with LEHR Inc., from Pittsburg, for equipment for new police vehicles from October 1, 2022 to September 20, 2023 in an amount not to exceed $380,000 and approve an option to extend the agreement for four additional one-year terms in the maximum amount of $250,000 annually, piggybacking off of a competitive bid process undertaken by County of Placer.

18. Adoption of a City Council Resolution Authorizing Execution of Contract for Bulk Gasoline Services

    The City has various departments that require large quantities of fuel to carry out their responsibilities to maintain operations. Staff recommends authorizing execution of a fuel supply contract "piggybacking" on a competitive bidding process by the City of Oakland. If approved, the resolution will authorize a contract with Western States Oil of San Jose for a period of one year, with the option to extend.

19. Adoption of a City Council Resolution Authorizing Execution of Contract for Renewable Diesel

    The City requires diesel fuel for vehicles and equipment to provide services to the public and to maintain operations. Staff recommends authorizing execution of a fuel supply contract "piggybacking" on a competitive bidding process by Santa Clara County. If approved, the resolution will authorize a contract with Western States Oil of San Jose for a period of one year, with the option to extend.

20. Adoption of City Council Resolution Allocating Funds and Awarding a Purchase Contract for a 2022 930M Wheel Loader

    The City maintains a fleet of vehicles and equipment necessary for police operations and for maintenance of the City's infrastructure, including a wheel loader that needs replacement. If approved, this resolution will allocate funds and authorize a purchase contract for a new 2022 Caterpillar 930M Wheel Loader.

21. Adoption of a City Council Resolution to Authorize Execution of a First Amendment to Consulting Services Agreement with Sloan Sakai Yeung & Wong, LLP

    Staff proposes a first amendment to a Consulting Services Agreement with the Sloan Sakai Yeung & Wong, LLP, to increase the compensation and extend the duration, for services in connection with labor negotiations.

22. A Resolution Approving a Consultant Agreement for Design of Project 5067 - Water Treatment Plant Filter Replacement

    Project 5067 Water Treatment Plant Filter Replacement (the “Project”) is paramount to the City’s ability to continue providing high-quality drinking water to Pittsburg residents well into the future. The design will also include upgrade of the piping system as needed to accommodate the new filter installations.

23. Adoption of a City Council Resolution Authorizing the City Manager to Negotiate and Execute a Consultant Agreement for Design Services for the Reviving the Heart of Pittsburg Pride Project

    Reviving the Heart of Pittsburg Pride Project is a project that aims to beautify the Railroad Avenue corridor from Civic Avenue to 10th street through landscaping, art installation, park development and more, collectively known as “the Project”.

24. Adoption of City Council Resolution Authorizing the City Manager to Execute a Contract for the Purchase of a Towable Generator

    The City’s towable generator was retired several years ago, and a replacement has not been purchased. The generator is a vital piece of equipment for use in emergency situations as well as projects and events. Staff recommends a new customized towable generator be purchased. If approved, this resolution will authorize a purchase contract with CD & Power for a new towable generator.

25. Adoption of a City Council Resolution Authorizing the City Manager to Negotiate and Submit to the California State Lands an Amendment to Tidelands Lease No. PRC 7643.1

    In connection with a pending sale by USS-UPI, LLC (successor by conversion to USS-Posco Industries) (“UPI”) of certain property at 900 Loveridge Road adjacent to Tidelands property leased from the City, UPI has requested to amend Lease No. PRC 7643.1 to expand allowed uses of the Tidelands property. A lease amendment of this nature requires final approval by the California State Lands Commission.

26. Adoption of City Council Resolution Authorizing City Manager to Execute a Contract for the Purchase of New Police Interceptor Vehicles

    The City maintains a fleet of vehicles and equipment necessary for police operations and for maintenance of the City’s infrastructure. The City solicited bids from multiple vendors for replacement of vehicles that have lower reliability and are requiring more maintenance. If approved, the resolution authorizes the purchase of eleven (11) new vehicles from Future Ford of Concord.

27. Adoption of a City Council Resolution Approving the Contract Renewal Agreement with Axon Enterprise, Inc.

    Staff Recommends approval of the Axon Enterprise Inc., five-year Contract Renewal Agreement to provide equipment and electronic media storage for the

Police Department for years 2022 through 2027.

28. Adoption of a City Council Resolution Authorizing Negotiation and Execution of Agreement with Motorola Solutions to Replace Police Radio System to Meet California Department of Justice Requirements

The Police Department is required to meet the California Department of Justice Security Policy and the FBI Criminal Justice Information Services Security Policy to ensure the confidentiality of information from the California Law Enforcement Telecommunications System (CLETS). Compliance will require the Police Department to upgrade all radio systems to include encryption of all radio traffic. All current radio equipment is at the end of its useful life and is no longer supported or serviced by Motorola. Encrypting our current equipment would not be prudent as current equipment will go out of service in 2023. If approved, the resolution will authorize the purchase of upgrading and encrypting all radio communication equipment.

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 October 3, 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 August 15, 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
My Brothers Keeper Subcommittee	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 HISPANIC HERITAGE MONTH
Unidos: Inclusivity for a Stronger Nation
SEPTEMBER 15 - OCTOBER 15, 2022

WHEREAS, America draws strength from the extraordinary diversity of its people, that our national character is enhanced by citizens who maintain and honor cultural customs brought from other lands; and

WHEREAS, the Hispanic people have long been a part of this tradition, having been among the earliest settlers in California, in Contra Costa County and other regions of the United States and Latinos over the years have come to this country in search of democracy, freedom and a better way of life. Their diverse and vibrant culture includes elements originating in Europe, North America, Central America, South America and the Caribbean; and

WHEREAS, many Hispanic sons and daughters have served our country with distinction, making important contributions in the arts and sciences, the business world, academia, government, agriculture and the Armed Forces helping to preserve the democracy and freedom all Americans enjoy, and where, since World War I have been awarded the Medal of Honor more than any other ethnic group; and

WHEREAS, pursuant to Public Law No. 100-402, approved August 17, 1988, "That the President of the United States is hereby authorized and requested to issue annually a proclamation designating 31 day period beginning September 15 and ending on October 15 as "National Hispanic Heritage Month" and calling upon the people of the United States especially the educational community, to observe such month with appropriate activities;" and

WHEREAS, the City of Pittsburg recognizes the important contributions to this community that those of Hispanic heritage have made.

NOW, THEREFORE, I, Holland Barrett White, Mayor, on behalf of the City Council of the City of Pittsburg, do hereby proclaim the days of September 15 through October 15, 2022, as "National Hispanic Heritage Month" and encourage all citizens to honor this observance with programs, activities, and ceremonies to learn about and promote the Latino-Hispanic contributions.

CITY OF PITTSBURG CONTRA COSTA CO. CAL.

Holland Barrett White

Holland Barrett White, Mayor

ATTEST:

Alice E. Evenson

Alice E. Evenson, City Clerk

September 20, 2022

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: Adoption of a Housing Authority Resolution Authorizing Acquisition of the Limited Partnership Interests in Gateway Mixed Use Development, a California Limited Partnership (the "Partnership"), a Capital Contribution to the Partnership to Pay-Off Existing Bond Debt, Substitution of Managing General Partner of the Partnership, and an Amendment to the Partnership Agreement Granting the Housing Authority Options to Acquire Both General Partners' Interests in the Partnership

MEETING DATE: September 19, 2022

EXECUTIVE SUMMARY

The Housing Authority of the City of Pittsburg (Housing Authority) proposes to acquire the limited partners interests in the Gateway Mixed Use Development, a California limited partnership (the “Partnership”) (LP Interests), the administrative general partner of the Partnership interest (AGP Interest), and the managing general partner of the Partnership interest (MGP Interest).

FISCAL IMPACT

Up to an estimated $800,000 may be required for the cost to transfer the LP Interests, the AGP Interest, and the MGP Interest to the Housing Authority, to make the capital contribution, and to pay for miscellaneous costs related to the acquisition.

RECOMMENDATION

The Governing Board of Housing Authority authorize the acquisition of LP Interests, the AGP Interest, and the MGP Interest by the Housing Authority; a capital contribution to the Partnership to pay-off existing bond debt and related costs; substitution of managing general partner of the Partnership; and an amendment to the Partnership Agreement Granting the Housing Authority options to acquire both general partners' interests in the Partnership.

BACKGROUND

The former Redevelopment Agency of the City of Pittsburg (Agency) and Domus Development LLC, a California limited liability company (Domus) entered into a Disposition, Development, and Loan Agreement on November 21, 2005 (DDLA), which was subsequently amended from time to time, for the disposition of land, and the issuance of a loan to construct a mixed-use project consisting of 28 affordable rental units and 8,106 square feet of commercial space on the ground floor (Project). Domus' rights and obligations under the DDLA were assigned to the Partnership as of March 1, 2006.

The Housing Authority entered into a Purchase Option and Right of First Refusal Agreement, dated as of March 1, 2006 (Option/ROFR) with the Partnership, Domus and AHCDC Gateway, LLC, a California limited liability company in which the Housing Authority was given an option (Option) and right of first refusal to purchase the Project.

On January 17, 2012, the housing assets and efforts previously performed by the Agency were transferred to the Housing Authority by City Council Resolution 12-11753 and Housing Authority Resolution 12-261, pursuant to the Dissolution Act that dissolved the Agency on February 1, 2012.

The Housing Authority proposes to exercise the Option, to acquire the Project for Housing Authority purposes and maintain the affordability of the Project.

SUBCOMMITTEE FINDINGS

This item was not discussed in a subcommittee.

STAFF ANALYSIS

Staff retained Joel Rubenzahl, a Community of Friends (ACOF) consultant at Community Economics, who assisted with the negotiations. Alliant Tax Credit Fund 31-A, LTD., a Florida limited partnership, and its successors and/or assigns (Investor Limited Partner) and Alliant Tax Credit 31, LLC, a Florida limited liability company, and its successors and/or assigns (Administrative Limited Partner), referred to collectively as the “Limited Partners” of the Partnership, have agreed to sell their interests in the Partnership to the Housing Authority for $50,000.

The Housing Authority, after it acquires the LP Interests and in its capacity as the limited partner of the Partnership, and Domus, as the administrative general partner of the Partnership, propose to change the managing general partner of the Partnership to Spectrum Affordable Housing Corporation, a California nonprofit public benefit corporation, which has common staff and management with Domus . The administrative general partner of the Partnership has agreed to grant the Housing Authority an option to acquire its interest in the Partnership (AGP Interest) at any time starting on January 1, 2026 for $100 and the allocation of 99.99% of the Partnership's losses in calendar years 2022 and 2023 (and in years thereafter, if any, as long as it is a partner in the Partnership).

AHCDC Gateway LLC, a California limited liability company and managing general partner of the Partnership has agreed to grant the Housing Authority an option to acquire its interest in the Partnership (MGP Interest) at any time starting on January 1, 2026 for $100.

After the Housing Authority acquires the LP Interests and in its capacity as the limited partner of the Partnership, will make a capital contribution to the Partnership in an amount not to exceed $800,000 to pay off the existing bond loan on the Project and other related costs. Upon completion of the acquisition of all the LP Interests, AGP Interest and MGP Interest, the Housing Authority will own the Project.

In addition, the Housing Authority as the successor to the Agency as the lender under the loan made to the Partnership under the DDLA, approves the transfer in the interests of the Partnership as described above in this staff report.

Adding the Project to the Housing Authority's assets will expand its operations and provide opportunities to the Housing Authority for revenue generation.

ATTACHMENTS: Resolution
Agreement to Transfer Partnership Interests of Gateway Mixed Use Development
Assignment and Assumption of Investor Limited Partner Interest and Administrative Limited Partner Interest and Second Amendment to Amended and Restated Agreement of Limited Partnership of Gateway Mixed Use Development
Assignment and Assumption of Managing General Partner Interest and Third Amendment to the Amended and Restated Agreement of Limited Partnership of Gateway Mixed Use Development
Fourth Amendment to the Amended and Restated Agreement of Limited Partnership of Gateway Mixed Use Development

Report Prepared By: Maria M. Aliotti, Assistant City Manager

BEFORE THE HOUSING AUTHORITY OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing Acquisition of the Limited Partnership Interests in Gateway Mixed Use Development, a California Limited Partnership (the "Partnership"), A Capital Contribution to the Partnership to Pay-Off Existing Bond Debt, Substitution of Managing General Partner of the Partnership, and an Amendment to the Partnership Agreement Granting the Housing Authority Options to Acquire Both General Partners' Interests in the Partnership	)	RESOLUTION NO. 22-

WHEREAS, the Housing Authority of the City of Pittsburg (Housing Authority) entered into a Purchase Option and Right of First Refusal Agreement, dated as of March 1, 2006 (Option/ROFR) with the Gateway Mixed Use Development, a California limited partnership (Partnership), Domus Development, LLC, a California limited liability company (Domus) and AHCDC Gateway, LLC, a California limited liability company, in which the Housing Authority was given an option (Option) and right of first refusal to purchase the Gateway Mixed-Use Project, consisting of 28 affordable units and 8,106 square feet of commercial space, also known as Entrata (Project); and

WHEREAS, the former Redevelopment Agency of the City of Pittsburg (Agency) made a loan in the principal amount of $8,800,000 (Agency Loan) to the Partnership for the construction and permanent financing of the Project pursuant to the Disposition, Development and Loan Agreement between the Agency and Domus, dated as of November 21, 2005, as amended and assigned to the Partnership (DDLA); and

WHEREAS, on January 17, 2012, the housing assets and efforts previously performed by the Agency were transferred to the Housing Authority by City Council Resolution 12-11753 and Housing Authority Resolution 12-261, pursuant to the Dissolution Act that dissolved the Agency on February 1, 2012; and

WHEREAS, the Housing Authority proposes to acquire the Project for Housing Authority purposes and to maintain the affordability of the Project and therefore desires to exercise the Option; and

WHEREAS, the two limited partners of the Partnership have agreed to sell their interests in the Partnership (LP Interests) to the Housing Authority for $50,000 in 2022 pursuant to an Agreement to Transfer Partnership Interests of Gateway Mixed Use Development, a California Limited Partnership, and an Assignment and Assumption of Investor Limited Partner Interest and Administrative Limited Partner Interest and Second Amendment to Amended and Restated Agreement of Limited Partnership of Gateway

Mixed Use Development, a California Limited Partnership, substantially in the form on file with the Housing Authority Secretary (LP Acquisition Documents); and

WHEREAS, the Housing Authority, after it acquires the LP Interests and in its capacity as the limited partner of the Partnership, and Domus, as the administrative general partner of the Partnership, desire to change the managing general partner of the Partnership to Spectrum Affordable Housing Corporation, a California nonprofit public benefit corporation, which has common staff and management with Domus pursuant to the Assignment and Assumption of Managing General Partner Interest and Third Amendment to the Amended and Restated Agreement of Limited Partnership of Gateway Mixed Use Development (Third Amendment); and

WHEREAS, the administrative general partner of the Partnership has agreed to grant the Housing Authority an option to acquire its interest in the Partnership (AGP Interest) at any time starting on January 1, 2026 for $100 and the allocation of 99.99% of the Partnership's losses in calendar years 2022 and 2023 (and in years thereafter, if any, as long as it is a partner in the Partnership) pursuant to the Fourth Amendment to Amended and Restated Agreement of Limited Partnership of Gateway Mixed Use Development, substantially in the form on file with the Housing Authority Secretary (Fourth Amendment); and

WHEREAS, the managing general partner of the Partnership has agreed to grant the Housing Authority an option to acquire its interest in the Partnership (MGP Interest) at any time starting on January 1, 2026 for $100 pursuant to the Fourth Amendment; and

WHEREAS, the Housing Authority, after it acquires the LP Interests and in its capacity as the limited partner of the Partnership, desires to make a capital contribution to the Partnership in an amount not to exceed $800,000 to pay off the existing bond loan on the Project and other related costs pursuant to the Fourth Amendment (the "Capital Contribution"); and

WHEREAS, by acquiring the LP Interests, the AGP Interest and the MGP Interests, the Housing Authority will own the Project.

NOW, THEREFORE, BE IT RESOLVED, the Governing Board of the Housing Authority of the City of Pittsburg hereby determines to acquire the LP Interests, the AGP Interest and the MGP Interest; after it acquires the LP Interests and as the limited partner of the Partnership, make the Capital Contribution; and after it acquires the LP Interests and as the limited partner of the Partnership, agree to the replacement of the managing general partner of the Partnership with Spectrum Affordable Housing Corporation.

BE IT FURTHER RESOLVED, the Governing Board of the Housing Authority hereby approves and appropriates up to $800,0000 for the cost to purchase the LP Interests, the AGP interest and the MGP Interest, to fund the Capital Contribution, and to pay for miscellaneous costs related to the acquisition.

BE IT FURTHER RESOLVED, the Governing Board of the Housing Authority hereby approves the LP Acquisition Documents, the Third Amendment, the Fourth Amendment and all exhibits thereto, substantially in the form on file with the Housing Authority Secretary. The Executive Director and Assistant Executive Director of the Housing Authority, acting alone, are each hereby authorized and directed to execute the LP Acquisition Documents, the Third Amendment, the Fourth Amendment and all exhibits thereto on behalf of the Housing Authority. The Housing Authority Executive Director and Assistant Executive Director, acting alone, are each hereby authorized to modify the LP Acquisition Documents, the Third Amendment, the Fourth Amendment and all exhibits thereto, subject to Housing Authority counsel review and approval, provided such modifications do not materially alter the business terms set forth in the LP Acquisition Documents, the Third Amendment, the Fourth Amendment and all exhibits thereto. Copies of the LP Acquisition Documents, the Third Amendment, the Fourth Amendment and all exhibits thereto when executed shall be placed on file in the office of the Housing Authority Secretary.

BE IT FURTHER RESOLVED, the Governing Board of the Housing Authority in its role as the successor to the lender of the Agency Loan hereby approves, pursuant to the DDLA, the transfers of the limited partner interests, managing general partner interest and administrative general partner interest in the Partnership as set forth in this Resolution.

BE IT FURTHER RESOLVED, the Governing Board of the Housing Authority Executive Director and Assistant Executive Director, acting alone, are each hereby authorized to execute such further documents and take such further actions as may be necessary or appropriate to carry out the Housing Authority's obligations pursuant to the LP Acquisition Documents, the Third Amendment, the Fourth Amendment and all exhibits thereto.

PASSED AND ADOPTED by the Governing Board of the Housing Authority of the City of Pittsburg at a regular meeting on the 19th day of September 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Holland Barrett White, Chair

ATTEST:

Alice E. Evenson, Secretary

AGREEMENT TO TRANSFER PARTNERSHIP INTERESTS
OF
GATEWAY MIXED USE DEVELOPMENT,
A CALIFORNIA LIMITED PARTNERSHIP

This **AGREEMENT TO TRANSFER PARTNERSHIP INTERESTS OF GATEWAY MIXED USE DEVELOPMENT, A CALIFORNIA LIMITED PARTNERSHIP** (this "***Agreement***") is made effective as of September 23, 2022 (the "***Effective Date***"), by and among the HOUSING AUTHORITY OF THE CITY OF PITTSBURG, a public body, corporate and politic (the "***Buyer***"), ALLIANT TAX CREDIT FUND 31-A, LTD., a Florida limited partnership, and its successors and/or assigns (the "***Investor Limited Partner***"), and ALLIANT TAX CREDIT 31, LLC, a Florida limited liability company, and its successors and/or assigns (the "***Administrative Limited Partner***") (the Investor Limited Partner and the Administrative Limited Partner are hereinafter collectively referred to as the "***Withdrawing Limited Partners***"), GATEWAY MIXED USE DEVELOPMENT, a California limited partnership (the "***Partnership***"), AHCDC GATEWAY LLC, a California limited liability company (the "***Managing General Partner***"), DOMUS DEVELOPMENT, LLC, a California limited liability company, in its capacity as the co-general partner of the Partnership (the "***Co-General Partner***" and "***Guarantor***," and together with the Managing General Partner, collectively, the "***General Partners***"), and NEWPORT PARTNERS, LLC, a California limited liability company (together with the Co-General Partner, collectively, "***Guarantor***" or "***Guarantors***").

R E C I T A L S

WHEREAS, the Partnership is governed by that certain Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of March 1, 2006, as amended by that certain Assignment of Investor Limited Partner Interest and Administrative Limited Partner Interest and Amendment to Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of June 23, 2006 (collectively, the "***Partnership Agreement***");

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Partnership Agreement;

WHEREAS, the Partnership was formed to acquire, construct, develop, own and operate the Apartment Complex;

WHEREAS, pursuant to the Partnership Agreement, the Investor Limited Partner is the owner and a holder of all of the investor limited partner interests in the Partnership (the "***ILP Interest***") and the Administrative Limited Partner is the owner and holder of all of the administrative limited partner interests in the Partnership (the "***ALP Interest***," and together with the ILP Interest, collectively, the "***Limited Partner Interests***");

WHEREAS, Buyer desires to acquire ownership of the Limited Partner Interests; and

WHEREAS, the Partnership, the General Partners, and Buyer intend to continue to operate the Apartment Complex as low-income rental housing following the Closing Date; and

WHEREAS, the Guarantors are guarantors under that certain Guaranty Agreement, dated as of March 1, 2006, made for the benefit of the Investor Limited Partner (the "***Guaranty***"), and the Guarantors desire to reaffirm all of their obligations under the Guaranty to the extent still applicable;

NOW, THEREFORE, with the foregoing Recitals incorporated herein by reference and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

A G R E E M E N T

1. **Closing**. The closing of the transactions contemplated by this Agreement (the "***Closing***") is anticipated to take place on or before September 30, 2022, but shall have an outside closing date of December 31, 2022, and shall be effective as of 11:59 p.m. on such day of Closing (the "***Closing Date***").

2. **Purchase and Assignment of Limited Partner Interests**.

(a) **Limited Partner Interests**. Buyer agrees to purchase and the Withdrawing Limited Partners agree to sell each of their Limited Partner Interests, subject to the terms and conditions set forth herein.

(b) **Purchase Price**. The purchase price for the Limited Partner Interests is Fifty Thousand and No/100 Dollars ($50,000.00) (the "***Interest Purchase Price***"), the entire amount of which shall be paid in cash to the Withdrawing Limited Partners (or a designated affiliate of the Withdrawing Limited Partners) on or before the Closing Date.

(c) **Assignment of Limited Partner Interests**. On the Closing Date, the Withdrawing Limited Partners shall assign their respective Limited Partner Interests to Buyer by an Assignment and Assumption of Investor Limited Partner Interest and Administrative Partner Interest and Second Amendment to Amended and Restated Agreement of Limited Partnership of the Partnership (the "***Assignment***"), in the form attached hereto as **Exhibit A**. Pursuant to the Assignment, the Administrative Limited Partner shall convey its ALP Interest to Buyer, and the Investor Limited Partner shall convey its ILP Interest to Buyer, all in accordance with the terms and provisions set forth therein. Pursuant to the Assignment, all of the Withdrawing Limited Partners' entire right to allocations of profits, gain, income, losses, and tax credits, and all items entering into the computation thereof, and to distributions of cash, however determined under the Partnership Agreement shall be assigned to Buyer, as of the Closing Date, and thereafter, notwithstanding anything to the contrary in this Agreement, the Withdrawing Limited Partners shall have no further interest or rights to fees, distributions, or payments as partners of the Partnership. Notwithstanding anything to the contrary contained in this Agreement, each Withdrawing Limited Partner hereby reserves all rights which such Withdrawing Limited Partner may now or hereafter have under the Partnership Agreement arising prior to the Closing Date, or under the Assignment attributable to the time and to the tax years each was a limited partner in the Partnership.

(d) **Reserved**.

(e) **Development Fee**. The Partnership, the General Partners, and Buyer each hereby covenants and agrees that as of the Effective Date, the Development Fee has been paid in full and that the outstanding amount of the Development Fee is $0.

3. **Covenant to Maintain Affordability**. From and after the Closing Date, the Partnership hereby covenants and agrees to operate and maintain, and the General Partners and Buyer each hereby covenants and agrees to cause the Partnership operate and maintain the Apartment Complex as a qualified low-income housing project throughout the Compliance Period and in compliance with all provisions of Section 42 of the Code and under applicable State law and, in furtherance of the foregoing, the Co-General Partner will provide the Administrative Limited Partner reports and other information reasonably required by the Administrative Limited Partner, on behalf of the Withdrawing Limited Partners, to confirm that the Apartment Complex is being operated and maintained as a qualified low-income housing project throughout the Compliance Period, promptly after any request therefor.

4. **Covenant to Satisfy Tax Credit Obligations**.

(a) From and after the Closing Date, the Partnership hereby covenants and agrees to satisfy, and the General Partners and Buyer each hereby covenants and agrees to cause the Partnership to satisfy (i) all requirements pursuant to and under Section 42 of the Code and under applicable State law that must be satisfied in order to receive and maintain the Housing Tax Credits for the Apartment Complex, (ii) all obligations pursuant to and under the Project Documents that must be satisfied in order to receive and maintain the Housing Tax Credits for the Apartment Complex, and (iii) any rules, regulations, policies or contractual obligations enforced by the Credit Agency and applicable to the Apartment Complex under Section 42 of the Code or applicable State law (collectively, the "***Tax Credit Obligations***") through the end of the Compliance Period.

(b) From and after the Closing Date, the Partnership and the General Partners, each hereby covenants and agrees that if an audit of the Partnership occurs after the Closing Date for a tax year in which a Withdrawing Limited Partner was a partner in the Partnership, the Partnership will not make any election under the partnership audit rules created under the Bipartisan Budget Act of 2015 to shift underpayment liability at the Partnership level to a Withdrawing Limited Partner with respect to the year being audited for which such Withdrawing Limited Partner is not the responsible partner for such underpayment liability, notwithstanding any election previously made by the Partnership or the Partnership Representative with respect to such audit rules. Under no circumstances will Buyer assume or be assigned any underpayment liability for tax years when it was not a partner in the Partnership.

5. **Indemnification**. On the Closing Date, the Partnership, the Co-General Partner, and the Guarantor (collectively, the "***Indemnitors***") shall enter into, for the benefit of the Withdrawing Limited Partners, a Post-Transfer Indemnification Agreement in the form attached hereto as **Exhibit B** (the "***Indemnification Agreement***"), pursuant to which the Indemnitors will, jointly and severally, indemnify, defend, protect, and hold harmless each of the Withdrawing Limited Partners, until the date that is three (3) years following the filing of a final tax return after the expiration of the Compliance Period, from and against any losses, increased tax liability, and/or indemnified claims on account of any liability arising out of, relating to, resulting from or in

connection with (a) any failure by the Partnership, the General Partners, the Guarantor, Buyer, or any of their respective affiliates to, from and after the Closing Date, satisfy the Tax Credit Obligations, and/or (b) any recapture or disallowance of any Housing Tax Credits arising out of, relating to, or in connection with, any events, actions or inactions from and after the Closing Date by the Partnership, the Co-General Partner, the Guarantor, Buyer, and/or any of their respective affiliates with respect to a Tax Credit Obligation, and (c) any liability or loss sustained by the Withdrawing Limited Partners arising from or in connection with any failure by any general partner of the Partnership under the Partnership Agreement, the Assignment, the Indemnification Agreement, or any Project Document, as set forth in more detail therein.

6. **Release of Liability**.

(a) As of the Closing Date, each of Buyer, the General Partners, and the Partnership (collectively, the "***Buyer Releasing Parties***") hereby releases and forever discharges each Withdrawing Limited Partner and its and their respective partners, members, managers, shareholders, owners, successors, affiliates, employees, agents, representatives, attorneys and assigns (collectively, the "***Withdrawing Limited Partner Released Parties***") from any and all actions, causes of action, losses, suits, obligations, damages, claims, liabilities and demands whatsoever which any Buyer Releasing Party ever had or now has against any of the Withdrawing Limited Partner Released Parties, directly or indirectly, whether known or unknown, relating in any manner to (a) the Partnership Agreement (including but not limited to the obligation to make capital contributions to the Partnership), and/or (b) the ownership, operation, financing and/or organization of the Partnership, and/or (c) the ownership, operation, financing and/or assignment of the Limited Partner Interests and/or the Apartment Complex; provided, however, that nothing set forth in this **Section 6** shall in any way amend, modify, alter, reduce or compromise the obligations and liabilities of any of the Withdrawing Limited Partners or any of their respective affiliates under this Agreement or the Assignment, or affect any other rights of the Buyer Releasing Parties herein or therein.

(b) As of the Closing Date, each Withdrawing Limited Partner and its respective partners, members, managers, shareholders, owners, successors, affiliates, employees, agents, representatives, attorneys and assigns (collectively, the "***Withdrawing Limited Partner Releasing Parties***") hereby releases and forever discharges each of Buyer, the General Partners, and the Partnership and its respective partners, members, managers, shareholders, owners, successors, affiliates, employees, agents, representatives, attorneys and assigns (collectively, the "***Buyer Released Parties***") from any and all actions, causes of action, losses, suits, obligations, damages, claims, liabilities and demands whatsoever which any Withdrawing Limited Partner Releasing Party ever had or now has against any of the Buyer Released Parties, directly or indirectly, whether known or unknown, relating in any manner to (a) the Partnership Agreement (including but not limited to the obligation to make capital contributions to the Partnership), and/or (b) the ownership, operation, financing and/or organization of the Partnership, and/or (c) the ownership, operation, financing and/or assignment of the Limited Partner Interests and/or the Apartment Complex; provided, however, that the foregoing release shall not apply with respect to any actions, causes of action, losses, suits, obligations, damages, claims, liabilities, and demands arising out of or related to the fraud, gross negligence, material misrepresentation, willful or criminal misconduct, other bad acts, or

material breach of fiduciary duty of any of the Buyer Released Parties and other similar obligations the Buyer Released Parties may have with respect to the Withdrawing Limited Partners under the Partnership Agreement, which obligations shall survive the assignment and transfer of the Limited Partner Interests hereunder and shall apply to all periods of time that a Withdrawing Limited Partner was a partner of the Partnership, notwithstanding the assignment and transfer of the Limited Partner Interests hereunder.

(c) FOR THE FOREGOING PURPOSES, EACH OF THE PARTNERSHIP, THE GENERAL PARTNERS, THE GUARANTOR, BUYER, AND THE WITHDRAWING LIMITED PARTNERS HEREBY SPECIFICALLY WAIVES THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE AND ANY SIMILAR LAW OF ANY OTHER STATE, TERRITORY OR JURISDICTION. SECTION 1542 PROVIDES:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

EACH OF THE PARTNERSHIP, THE GENERAL PARTNERS, THE GUARANTOR, BUYER, AND THE WITHDRAWING LIMITED PARTNERS HEREBY SPECIFICALLY ACKNOWLEDGES THAT IT HAS CAREFULLY REVIEWED THIS SECTION AND DISCUSSED ITS IMPORT WITH LEGAL COUNSEL AND THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL PART OF THIS AGREEMENT.

Partnership Initials	Managing GP Initials	Co-GP Initials	Guarantor Initials	Buyer Initials

Administrative Limited Partner's Initials	Investor Limited Partner's Initials

7. **Third Party Approvals**. The General Partners represent and warrant that, as of the Closing Date, they will have obtained all necessary consents from third parties, including Lenders, as are required under the Project Documents, for the execution of this Agreement and closing of the transactions contemplated hereunder (collectively, the "***Third Party Approvals***") The Withdrawing Limited Partners represent and warrant that they have obtained any required consents from their respective partners and/or any applicable third parties necessary to effectuate the transfer of the Partnership Interests.

8. **Withdrawing Limited Partners' Conditions to Closing**. The obligation of the Withdrawing Limited Partners to convey their respective Limited Partner Interests pursuant to the terms of this Agreement at Closing is subject to the fulfillment of the following conditions to the Withdrawing Limited Partners' satisfaction, prior to or at the Closing:

(a) The representations and warranties of Buyer set forth in **Section 11** hereof shall be true and correct in all material respects on the date hereof and as of the Closing Date;

(b) The representations and warranties of the General Partners set forth in **Section 13** hereof shall be true and correct in all material respects on the date hereof and as of the Closing Date;

(c) Buyer, the General Partners, and the Partnership shall have executed and delivered the Assignment to the Withdrawing Limited Partners; and

(d) Buyer shall have paid the Interest Purchase Price to the Withdrawing Limited Partners on or before the Closing Date.

9. **Buyer's Conditions to Closing**. The obligation of Buyer to purchase the Limited Partner Interests at Closing is subject to the fulfillment of the following conditions to Buyer's satisfaction, prior to or at the Closing:

(a) The representations and warranties of the Withdrawing Limited Partners set forth in **Section 12** hereof shall be true and correct in all material respects on the date hereof and as of the Closing Date;

(b) The Third Party Approvals shall have been obtained; and

(c) The Withdrawing Limited Partners, the Partnership, and the General Partner shall have executed and delivered the Assignment to Buyer.

10. **Continuation of the Partnership**. The parties hereby agree that the Partnership shall continue and shall not be dissolved because of the purchase and assignment of the Limited Partner Interests. The Co-General Partner, on behalf of the Partnership, will deliver to the Withdrawing Limited Partners, any federal and state tax returns of the Partnership for the 2022 Fiscal Year, together with all tax information required to be delivered by the General Partners to the Withdrawing Limited Partners pursuant to Section 13.5B of the Partnership Agreement for such Fiscal Year, including, without limitation, a copy of Schedule K-1, in each case, as and when due under the Partnership Agreement.

11. **Representations and Warranties of Buyer**. Buyer hereby represents and warrants to the Withdrawing Limited Partners as follows:

(a) Neither the execution nor the delivery of this Agreement, the incurrence of the obligations set forth in this Agreement, the consummation of the transactions herein contemplated, nor the compliance with the terms of this Agreement will conflict with, or result in a breach of, any of the terms, conditions, or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan agreement, lease, or other agreement or instrument to which Buyer is a party or by which such party may be bound.

(b) Buyer is a public body, corporate and politic duly organized and validly existing under the laws of the State of California and has the power, legal capacity, and authority to execute and enter into this Agreement and to execute all other documents and to perform all other acts as may be necessary in connection with the performance of this Agreement, and this Agreement is, and the other documents and instruments required to be executed by Buyer in connection with the transactions contemplated hereby upon execution shall be, the valid, legal and binding obligations of Buyer.

(c) No additional approval or consent is necessary in connection with the execution of this Agreement by Buyer, or the performance of Buyer's obligations under this Agreement.

(d) To the best of Buyer's knowledge, no other Person has any claim to the Interest Purchase Price delivered to the Withdrawing Limited Partners.

(e) Buyer has received independent tax and legal advice from attorneys and/or accountants of its choice with respect to the advisability of executing this Agreement and consummating the transactions described herein.

(f) Buyer has had access to the books and records of the Partnership and has made such investigation of the facts pertaining to the Partnership, the Apartment Complex, to this Agreement, and all of the matters pertaining thereto, as it deems necessary.

(g) Buyer will not take any action that would interfere with the performance of this Agreement by any other party or that would adversely affect any of the rights provided for herein.

(h) Buyer, and each person or entity owning, directly or indirectly, an interest in Buyer is not (i) currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("***OFAC***") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation, (ii) a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (iii) an Embargoed Person (as hereinafter defined), or (iv) a person or entity that is affiliated with or acting for or on behalf of, a person or entity described in clauses (i) through (iii) of this subsection if an entity existing in the United States is prohibited from doing business with such affiliated person or entity. To Buyer's knowledge, none of the funds or other assets of Buyer constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person, and to Buyer's knowledge, no Embargoed Person has any interest of any nature whatsoever in Buyer (whether directly or indirectly). The term "***Embargoed Person***" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., the Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders regulations promulgated thereunder.

12. **Representations and Warranties of the Withdrawing Limited Partners**.

(a) Each of the Withdrawing Limited Partners hereby represents and warrants to Buyer as follows:

(i) Each of the Withdrawing Limited Partners owns its respective Limited Partner Interest, and as of the Closing such Limited Partner Interest shall be, free and clear of all liens, charges, encumbrances and other interests of any kind by or through the Administrative Limited Partner or the Investor Limited Partner, as applicable (other than those imposed by the terms of the Partnership Agreement, loans, or applicable federal and state securities laws) and has not otherwise assigned, transferred or in any way disposed of any portion of such Limited Partner Interests at any time since its acquisition.

(ii) Neither the execution nor the delivery of this Agreement, the incurrence of the obligations set forth in this Agreement, the consummation of the transactions herein contemplated, nor the compliance with the terms of this Agreement will conflict with, or result in a breach of, any of the terms, conditions, or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan agreement, lease, or other agreement or instrument to which such party is a party or by which such party may be bound.

(iii) Such party has the corporate, limited liability company, or partnership, as applicable, right, power, legal capacity and authority to execute and enter into this Agreement and to execute all other documents and to perform all other acts as may be necessary in connection with the performance of this Agreement.

(iv) Each of the Withdrawing Limited Partners has or will obtain any necessary approvals or consents in connection with the execution of this Agreement by each Withdrawing Limited Partner, and the performance of each Withdrawing Limited Partner's obligations under this Agreement.

(b) The Administrative Limited Partner hereby represents and warrants to Buyer as follows:

(i) The Administrative Limited Partner will not take any action on behalf of the Withdrawing Limited Partners that would interfere with the performance of this Agreement by any other party or that would adversely affect any of the rights provided for herein.

(ii) As of the date hereof, the Administrative Limited Partner has no actual knowledge of any outstanding obligations or amounts owed by the General Partners or the Partnership to the Withdrawing Limited Partners other than payment of the Interest Purchaser Price at Closing in accordance with this Agreement.

13. **Representations and Warranties of the General Partners**. The General Partners each hereby represents and warrants to the Withdrawing Limited Partners as follows:

(a) Neither the execution nor the delivery of this Agreement, the incurrence of the obligations set forth in this Agreement, the consummation of the transactions herein contemplated, nor the compliance with the terms of this Agreement will conflict with, or result in a breach of, any of the terms, conditions or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan agreement, lease, or other agreement or instrument to which such party is a party or by which such party may be bound.

(b) There are no amounts owed by the Withdrawing Limited Partners to the General Partner or any of its affiliates.

(c) The General Partner has the right, power, legal capacity and authority to execute and enter into this Agreement and to execute all other documents and to perform all other acts as may be necessary in connection with the performance of this Agreement.

(d) No additional approval or consent, including the approval or consent of any lender or credit agency, is necessary in connection with the execution of this Agreement by the General Partner, or the performance of the General Partner's obligations under this Agreement, except for any such approval or consent as shall be obtained as of the Closing Date.

(e) The General Partner will not take any action that would interfere with the performance of this Agreement by any other party or that would adversely affect any of the rights provided for herein.

(f) No interest of the General Partner in the Partnership has been pledged, assigned, conveyed or transferred in whole or in part, and the General Partner owns its interest in the Partnership free and clear of all liens and encumbrances.

(g) There is no litigation, action, proceeding, investigation or claim pending or, to the best of the General Partner's knowledge, threatened against or involving the Partnership, or any interest of any of the parties to the Partnership, or which questions the validity of the Partnership Agreement, and, to the best of the General Partner's knowledge, after due inquiry, there is no fact or circumstance which could give rise to any such litigation, action, proceeding, investigation or claim.

(h) No Person or entity other than the Partnership, those Persons holding indirect interests through the General Partners, or, to the best knowledge of the General Partner, the Withdrawing Limited Partners, holds any equity or ownership interest in the Apartment Complex, and no Person except the Partnership has the right to any proceeds, after payment of all indebtedness, from the sale, refinancing or leasing of the Apartment Complex, and the Partnership, except to the extent protected by insurance and excluding any risk borne by the lenders, shall bear the risk of loss if the Apartment Complex is destroyed, condemned or diminished in value.

14. **Default and Remedies**.

(a) If any Withdrawing Limited Partner fails to perform any of its obligations under this Agreement, then Buyer may do all or any of the following as its sole and exclusive remedy: (i) terminate its obligation to purchase the Limited Partner Interests, or (ii) bring an action for specific performance of such Withdrawing Limited Partner's obligation to sell its Limited Partner Interest pursuant to this Agreement. Such remedies shall be cumulative and not exclusive and shall be in addition to any and all other remedies Buyer may have pursuant to this Agreement, at law or in equity. Without limiting the generality of the foregoing, such remedies shall not limit Buyer's ability to enforce any indemnification or other obligation hereunder, nor limit Buyer in bringing an action for violation of the representations and warranties made hereunder.

(b) If Buyer fails to perform any of its obligations under this Agreement, then the Withdrawing Limited Partners may (i) terminate their obligation to sell the Limited Partner Interests, or (ii) bring an action for specific performance of Buyer's obligation to buy the Limited Partner Interests or perform such unperformed obligation required pursuant to this Agreement. Such remedies shall be cumulative and not exclusive and shall be in addition to any and all other remedies the Withdrawing Limited Partners may have pursuant to this Agreement, at law or in equity. Without limiting the generality of the foregoing, such remedies shall not limit the Withdrawing Limited Partners' ability to enforce any indemnification or other obligation hereunder, nor limit the Withdrawing Limited Partners in bringing an action for violation of the representations and warranties made hereunder.

15. **Notices**. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the party or to an officer of the party to whom the same is directed, deposited with Federal Express or another reliable overnight courier service for next day delivery, or sent by regular, registered or certified mail, or sent by electronic mail or facsimile, addressed to the person to whom directed at the following address, or to such other address as such party may from time to time specify by notice to the parties. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date so delivered, if delivered personally, or if sent by the manner specified in this **Section 15**, as of the date of delivery. Any party may from time to time specify a different address by choice to the other parties.

(a) If to Buyer:

Housing Authority of the City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attention: Executive Director
Telephone No.: (925) 252-4034
Facsimile No.: _____
Email: gevans@pittsburgca.gov

(b) If to the Partnership and/or the General Partners and/or Guarantors:

AHCDC Gateway LLC
c/o Affordable Housing CDC, Inc.

9 Cushing, Suite 275
Irvine, CA 92618
Attention: Joe Stalzer
Telephone No.: (949) 923-7815
Facsimile No.: (949) 388-2158
Email: _____

and

Domus Development, LLC
9 Cushing, Suite 200
Irvine, CA 92618
Attention: Monique Hastings
Telephone No.: (949) 923-7800
Facsimile No.: (949) 585-0449
Email: _____

and

Newport Partners, LLC
9 Cushing, Suite 200
Irvine, CA 92618
Attention: Monique Hastings
Telephone No.: (949) 923-7800
Facsimile No.: (949) 585-0449
Email: _____

(c) If to the Administrative Limited Partner:

c/o Alliant Asset Management Company, LLC
26050 Mureau Road, Suite 200
Calabasas, CA 91302
Attention: Brian Goldberg
Telephone No.: (818) 668-6800
Facsimile No.: (818) 668-2828
Email: brian.goldberg@alliantcapital.com

with a copy to:

Alliant Asset Management Company, LLC
26050 Mureau Road, Suite 200
Calabasas, CA 91302
Attention: General Counsel
Telephone No.: (818) 668-6800
Facsimile No.: (818) 668-2828
Email: katie.balderrama@alliantcapital.com

(d) If to the Investor Limited Partner:

c/o Alliant Capital, Ltd.
26050 Mureau Road, Suite 200
Calabasas, CA 91302
Attention: Brian Goldberg
Telephone No.: (818) 668-6800
Facsimile No.: (818) 668-2828
Email: brian.goldberg@alliantcapital.com

with a copy to:

Alliant Asset Management Company, LLC
26050 Mureau Road, Suite 200
Calabasas, CA 91302
Attention: General Counsel
Telephone No.: (818) 668-6800
Facsimile No.: (818) 668-2828
mail: katie.balderrama@alliantcapital.com

16. **Successors and Assigns**. This Agreement shall inure to the benefit of and be binding upon the parties, their successors and permitted assigns.

17. **Merger and Integration**. This Agreement, together with the Exhibits and Schedules hereto, and any documents specifically referred to herein and executed in connection with this Agreement, contain the sole and entire understanding and agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, and agreements between and among them respecting the subject matter hereof, whether oral or written.

18. **Termination; Modification and Waiver**. This Agreement may not be terminated or otherwise amended, changed, modified or supplemented without the express written agreement of each of the parties to this Agreement, nor shall there be any waiver or estoppel by the parties to this Agreement, except by a written instrument signed by each of the parties to this Agreement. No waiver, express or implied, by any party to this Agreement of any default hereunder shall be deemed a waiver of any other or succeeding default hereunder.

19. **Construction of Agreement**. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of the person or persons may require. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

20. **Headings**. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

21. **Severability**. Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

22. **Survival**. All of the terms and provisions of this Agreement shall survive and remain in effect after the Effective Date and shall survive Closing.

23. **Advice of Counsel; Agreement to be Bound**. As evidenced by its execution of this Agreement hereinbelow, each party hereto represents and warrants that such party has read and fully understands the terms and provisions of this Agreement, has had an opportunity to review this Agreement with legal counsel, has executed this Agreement based upon such party's own judgment and advice of independent legal counsel, and agrees, on behalf of itself, and its permitted successors and assigns to be bound to each of the terms and provisions set forth herein.

24. **Costs and Fees**. Each party shall pay its own legal fees and expenses incidental to the execution of this Agreement and the consummation of the transactions contemplated hereby. The Partnership shall pay all applicable transfer taxes and impositions payable to any municipal, county, state or federal authority or instrumentality which are assessed or imposed with respect to the transfer of the Limited Partner Interests contemplated hereby.

25. **Professional Fees**. In the event that any court or arbitration proceeding is brought under or in connection with this Agreement, the prevailing party in such proceeding (whether at trial or on appeal) shall be entitled to recover from the other party all costs, expenses and fees incurred by such party including without limitation, attorneys' fees, accountants' fees, expert-witness fees, and other related expenses incident to any such proceeding.

26. **Further Assurances**. In connection with this Agreement and the transactions contemplated hereby, each party to this Agreement will execute and deliver any additional documents and instruments and perform such additional acts that may be necessary or appropriate to effectuate and perform its obligations under this Agreement and the transactions contemplated hereby. The Co-General Partner shall be responsible for filing any required amendments to the Certificate.

27. **Time of Essence**. The parties hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.

28. **Business Days**. If the time for the performance of any act, giving of notice, or making any payment falls on a Saturday, Sunday, or legal holiday, such time for performance shall be extended to the next business day.

29. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Delivery of a counterpart of this Agreement by facsimile transmittal, in portable

document format (PDF) or by any other commonly utilized electronic means shall be effective as delivery of a manually executed original counterpart of this Agreement.

30. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles.

31. **WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**

[Remainder of this page is intentionally left blank.]
[Signatures commence on the following page.]

IN WITNESS WHEREOF, the undersigned have acknowledged and executed this Agreement as of the Effective Date.

BUYER:

HOUSING AUTHORITY OF THE CITY OF PITTSBURG,
a public body, corporate and politic

By: _____
Garrett Evans, Executive Director

PARTNERSHIP:

GATEWAY MIXED USE DEVELOPMENT,
a California limited partnership

By: AHCDC Gateway LLC,
a California limited liability company,
its managing general partner

By: Affordable Housing CDC, Inc.,
a California nonprofit public benefit corporation,
its sole member

By: _____
Joe Stalzer, Executive Director

By: DOMUS DEVELOPMENT, LLC,
a California limited liability company,
its co-general partner

By: MNJ Development, LLC,
a California limited liability company,
its member

By: Newport Partners, LLC,
a California limited liability company,
its member

By: _____
Michael Limb, Manager

[Signatures continue on the following pages.]

MANAGING GENERAL PARTNER:

AHCDC GATEWAY LLC,
a California limited liability company

By: Affordable Housing CDC, Inc.,
a California nonprofit public benefit corporation,
its sole member

By: _____
Joe Stalzer, Executive Director

CO-GENERAL PARTNER AND GUARANTOR:

DOMUS DEVELOPMENT, LLC,
a California limited liability company

By: MNJ Development, LLC,
a California limited liability company,
its member

By: Newport Partners, LLC,
a California limited liability company,
its member

By: _____
Michael Limb, Manager

GUARANTOR:

NEWPORT PARTNERS, LLC,
a California limited liability company

By: _____
Michael Limb, Manager

[Signatures continue on the following page.]

WITHDRAWING LIMITED PARTNERS:

INVESTOR LIMITED PARTNER:

ALLIANT TAX CREDIT FUND 31-A, LTD.,
a Florida limited partnership

By: Alliant GP 31-A, LLC,
a Florida limited liability company,
its general partner

By: _____
Brian Goldberg, President

ADMINISTRATIVE LIMITED PARTNER:

ALLIANT TAX CREDIT 31, LLC,
a Florida limited liability company

By: Alliant Capital, Ltd.,
a Florida limited partnership,
its sole member

By: WDAGP, LLC,
a Delaware limited liability company,
its general partner

By: _____
Brian Goldberg, President

[End of signature pages.]

EXHIBIT A

ASSIGNMENT AND ASSUMPTION OF INVESTOR LIMITED PARTNER INTEREST AND ADMINISTRATIVE LIMITED PARTNER INTEREST AND SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF GATEWAY MIXED USE DEVELOPMENT, A CALIFORNIA LIMITED PARTNERSHIP

[Attached]

EXHIBIT B

POST-TRANSFER INDEMNIFICATION AGREEMENT

[Attached]

ASSIGNMENT AND ASSUMPTION OF INVESTOR LIMITED PARTNER INTEREST AND ADMINISTRATIVE LIMITED PARTNER INTEREST AND SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF GATEWAY MIXED USE DEVELOPMENT, A CALIFORNIA LIMITED PARTNERSHIP

This **ASSIGNMENT AND ASSUMPTION OF INVESTOR LIMITED PARTNER INTEREST AND ADMINISTRATIVE LIMITED PARTNER INTEREST AND SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF GATEWAY MIXED USE DEVELOPMENT, A CALIFORNIA LIMITED PARTNERSHIP**, is made effective as of _____, 2022 (the "***Effective Date***"), by and among ALLIANT TAX CREDIT FUND 31-A, LTD., a Florida limited partnership (the "***Investor Limited Partner***"), ALLIANT TAX CREDIT 31, LLC, a Florida limited liability company (the "***Administrative Limited Partner***") (the Investor Limited Partner and the Administrative Limited Partner are hereinafter collectively referred to as the "***Assignors***"), the HOUSING AUTHORITY OF THE CITY OF PITTSBURG, a public body, corporate and politic (the "***Assignee***"), GATEWAY MIXED USE DEVELOPMENT, a California limited partnership (the "***Partnership***"), AHCDC GATEWAY LLC, a California limited liability company (the ***Managing General Partner***") and DOMUS DEVELOPMENT, LLC, a California limited liability company, in its capacity as the co-general partner of the Partnership (the "***Co-General Partner***" and "***Guarantor***" and together with the Managing General Partner, collectively, the "***General Partners***" "), and NEWPORT PARTNERS, LLC, a California limited liability company (together with the Co-General Partner, collectively, "***Guarantor***" or "***Guarantors***") and together with the Partnership and General Partners, collectively, the "***Non-Assigning Parties***").

R E C I T A L S

WHEREAS, the Partnership is governed by that certain Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of March 1, 2006, as amended by that certain Assignment of Investor Limited Partner Interest and Administrative Limited Partner Interest and Amendment to Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of June 23, 2006 (collectively, the "***Partnership Agreement***");

WHEREAS, pursuant to the Partnership Agreement, the Investor Limited Partner is the owner and holder of all of the investor limited partner interests in the Partnership (the "***ILP Interest***") and Administrative Limited Partner is the owner and holder of all of the administrative limited partner interests in the Partnership (the "***ALP Interest***," and together with the ILP Interest, collectively, the "***Assigned Interests***");

WHEREAS, Section 10.1 of the Partnership Agreement permits Assignors to make assignments of the Assigned Interests to Assignee;

WHEREAS, Section 10.2 of the Partnership Agreement authorizes the substitution of Assignee as a Substituted Partner;

WHEREAS, the Investor Limited Partner wishes to assign the ILP Interest to Assignee, as of the Effective Date, and Assignee wishes to accept such assignment of the ILP Interest for the consideration and upon the terms and conditions hereinafter set forth;

WHEREAS, the Administrative Limited Partner wishes to assign the ALP Interest to Assignee, as of the Effective Date, and Assignee wishes to accept such assignment of the ALP Interest for the consideration and upon the terms and conditions hereinafter set forth;

WHEREAS, Assignee is willing to undertake all of the remaining obligations of the Investor Limited Partner under the Agreement (the "***ILP Obligations***") and all of the remaining obligations of the Administrative Limited Partner under the Partnership Agreement (the "***ALP Obligations***," and together with the ILP Obligations, collectively, the "***Obligations***"); and

WHEREAS, the Non-Assigning Parties desire to acknowledge such under-taking of the respective Obligations by Assignee and to release the respective Assignors from the Obligations.

NOW, THEREFORE, with the foregoing Recitals incorporated herein by reference and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

A G R E E M E N T

1. Capitalized terms used but not defined herein shall have the respective meanings attributed thereto in the Partnership Agreement.

2. The Investor Limited Partner hereby assigns to Assignee and Assignee hereby accepts from the Investor Limited Partner, one hundred percent (100%) of the Investor Limited Partner's right, title and interest in and to the ILP Interest. The ILP Interest consists of the Investor Limited Partner's entire right to allocations of profits, gain, income, losses, and tax credits, and all items entering into the computation thereof, and to distributions of cash, however denominated under the Partnership Agreement from and after the Effective Date.

3. In consideration of the assignment effected hereby, Assignee hereby assumes and agrees to discharge all of the ILP Obligations.

4. The Administrative Limited Partner hereby assigns to Assignee and Assignee hereby accepts from the Administrative Limited Partner, one hundred percent (100%) of the Administrative Limited Partner's right, title, and interest in and to the ALP Interest. The ALP Interest consists of the Administrative Limited Partner's entire right to allocations of profits, gain, income, losses, and tax credits, and all items entering into the computation thereof, and to distributions of cash, however denominated under the Partnership Agreement from and after the Effective Date.

5. In consideration of the assignment effected hereby, Assignee hereby assumes and agrees to discharge all of the ALP Obligations.

6. The Non-Assigning Parties hereby (i) acknowledge the assignment of the Assigned Interests and assumption by Assignee of the respective Obligations pursuant to this agreement, and (ii) release Assignors from all of their respective Obligations. Accordingly, from and after the Effective Date, Assignee shall be responsible for all of the obligations of the Assignors under the Partnership Agreement.

7. By its execution hereof, Assignee hereby agrees to become a Substituted Partner of the Partnership and, subject to the foregoing provisions of this agreement, agrees to be bound (to the same extent as Assignors were bound) by the Project Documents, and by the provisions of the Partnership Agreement as they relate to the Assignors or the respective Assigned Interests.

8. Assignee is hereby admitted for all purposes of the Partnership Agreement.

9. The Investor Limited Partner represents, warrants and covenants to Assignee that (i) the Investor Limited Partner is the sole owner of the ILP Interest, free and clear of all liens, charges, encumbrances and other interests of any kind by or through the Investor Limited Partner (other than those imposed by the terms of the Partnership Agreement, loans, or applicable federal and state securities laws), (ii) the Investor Limited Partner is free to effect the assignment of the ILP Interest as provided herein, and (iii) the Investor Limited Partner will take no action inconsistent with or in derogation of the assignment of the ILP Interest effected hereunder.

10. Assignee represents, warrants and covenants to the Investor Limited Partner that Assignee is free to acquire the ILP Interest as provided herein and such acquisition does not violate any law or constitute a default under any agreement to which Assignee is a party or by which Assignee is bound.

11. The Administrative Limited Partner represents, warrants and covenants to Assignee that (i) the Administrative Limited Partner is the sole owner of the ALP Interest, free and clear of all liens, charges, encumbrances and other interests of any kind by or through the Administrative Limited Partner (other than those imposed by the terms of the Partnership Agreement, loans, or applicable federal and state securities laws), (ii) the Administrative Limited Partner is free to effect the assignment of the ALP Interest as provided herein, and (iii) the Administrative Limited Partner will take no action inconsistent with or in derogation of the assignment of the ALP Interest effected hereunder.

12. Assignee represents, warrants and covenants to the Administrative Limited Partner that Assignee is free to acquire the ALP Interest as provided herein and such acquisition does not violate any law or constitute a default under any agreement to which Assignee is a party or by which Assignee is bound.

13. The parties hereto hereby confirm the continuing validity and enforceability of the Partnership Agreement, acknowledging that Assignee shall succeed to all rights and obligations of Assignors thereunder as of the Effective Date. This provision shall be construed to amend the Partnership Agreement to the extent necessary to reflect the admission of the Assignee to the Partnership and to give effect to the other provisions of this agreement.

14. The parties agree that the assignment of the Assigned Interests, the admission of the Assignee to the Partnership and the other transactions effected hereby shall be effective for all purposes as of the Effective Date.

15. The parties hereto agree to cooperate in good faith to effect any further amendments to the Partnership Agreement or Project Documents and to take such other steps as may be necessary or appropriate in order to more fully reflect and further evidence the assignment of the Assigned Interests and the other transactions effected hereby.

16. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Delivery of a counterpart of this agreement by facsimile transmittal, in portable document format (PDF) or by any other commonly utilized electronic means shall be effective as delivery of a manually executed original counterpart of this agreement.

17. <u>WAIVER OF JURY TRIAL</u>. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

[*Remainder of this page is intentionally left blank.*]
[*Signatures commence on the following page.*]

IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed as of the Effective Date.

ASSIGNORS:

INVESTOR LIMITED PARTNER:

ALLIANT TAX CREDIT FUND 31-A, LTD.,
a Florida limited partnership

By: Alliant GP 31-A, LLC,
a Florida limited liability company,
its general partner

By: _____
Brian Goldberg, President

ADMINISTRATIVE LIMITED PARTNER:

ALLIANT TAX CREDIT 31, LLC,
a Florida limited liability company

By: Alliant Capital, Ltd.,
a Florida limited partnership,
its sole member

By: WDAGP, LLC,
a Delaware limited liability company,
its general partner

By: _____
Brian Goldberg, President

[Signatures continue on the following pages.]

ASSIGNEE:

HOUSING AUTHORITY OF THE CITY OF PITTSBURG,
a public body, corporate and politic

By: _____
Garrett Evans, Executive Director

PARTNERSHIP:

GATEWAY MIXED USE DEVELOPMENT,
a California limited partnership

By: AHCDC Gateway LLC,
a California limited liability company,
its managing general partner

By: Affordable Housing CDC, Inc.,
a California nonprofit public benefit corporation,
its sole member

By: _____
Joe Stalzer, Executive Director

By: DOMUS DEVELOPMENT, LLC,
a California limited liability company,
its co-general partner

By: MNJ Development, LLC,
a California limited liability company,
its member

By: Newport Partners, LLC,
a California limited liability company,
its member

By: _____
Michael Limb, Manager

[Signatures continue on the following pages.]

MANAGING GENERAL PARTNER:

AHCDC GATEWAY LLC,
a California limited liability company

By: Affordable Housing CDC, Inc.,
a California nonprofit public benefit corporation,
its sole member

By: _____
Joe Stalzer, Executive Director

CO- GENERAL PARTNER AND GUARANTOR:

DOMUS DEVELOPMENT, LLC,
a California limited liability company

By: MNJ Development, LLC,
a California limited liability company,
its member

By: Newport Partners, LLC,
a California limited liability company,
its member

By: _____
Michael Limb, Manager

GUARANTOR:

NEWPORT PARTNERS, LLC,
a California limited liability company

By: _____
Michael Limb, Manager

[End of signature pages.]

ASSIGNMENT AND ASSUMPTION OF MANAGING GENERAL PARTNER INTEREST

AND
THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF GATEWY MIXED USE DEVELOPMENT, A CALIFORNIA LIMITED PARTNERSHIP

This **ASSIGNMENT AND ASSUMPTION OF MANAGING GENERAL PARTNER INTEREST AND THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF GATEWAY MIXED USE DEVELOPMENT, A CALIFORNIA LIMITED PARTNERSHIP**, is made effective as of September 23, 2022 (the "***Effective Date***"), by and among HOUSING AUTHORITY OF THE CITY OF PITTSBURG, a public body, corporate and politic (the "***Limited Partner***"), GATEWAY MIXED USE DEVELOPMENT, a California limited partnership (the "***Partnership***"), AHCDC GATEWAY LLC, a California limited liability company (the **"*Managing General Partner***" or "***Assignor***"), SPECTRUM GP LLC, a California limited partnership (the "***New Managing General Partner"*** or "***Assignee***") and DOMUS DEVELOPMENT, LLC, a California limited liability company (the "***Co-General Partner***").

R E C I T A L S

WHEREAS, the Partnership is governed by that certain Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of March 1 , 2006, as amended by that certain Assignment of Investor Limited Partner Interest and Administrative Limited Partner Interest and Amendment to Amended and Restated Agreement of Limited Partnership of Gateway Mixed Use Development, a California Limited Partnership, dated as of June 23, 2006, as further amended by that certain Assignment of Investor Limited Partner Interest and Administrative Limited Partner Interest and Second Amendment to Amended and Restated Agreement of Limited Partnership of Gateway Mixed Use Development, a California Limited Partnership dated as of September __, 2022 (collectively, the "***Partnership Agreement***");

WHEREAS, pursuant to the Partnership Agreement, the Assignor is the owner and holder of all of the managing general partner interests in the Partnership (the "M***GP Interest***" or the "***Assigned Interest***");

WHEREAS, Section 11.1 of the Partnership Agreement permits the Assignor to make assignments of the Assigned Interest to the Assignee;

WHEREAS, the Assignor wishes to assign the MGP Interest to the Assignee as of the Effective Date, and the Assignee wishes to accept such assignment of the MGP Interest for the consideration and upon the terms and conditions hereinafter set forth;

WHEREAS, the Assignee wishes to assume the MGP Interest and is willing to undertake all of the remaining obligations of the Assignor under the Partnership Agreement (the "***MGP Obligations***"); and

WHEREAS, the parties desire to acknowledge such undertaking of the MGP Obligations by the Assignee and to release the Assignor from the MGP Obligations.

NOW, THEREFORE, with the foregoing Recitals incorporated herein by reference and made a part hereof, and in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the respective undertakings and agreements hereinafter set forth, the parties hereby agree as follows:

A G R E E M E N T

1. Capitalized terms used but not defined herein shall have the respective meanings attributed thereto in the Partnership Agreement.

2. The Assignor hereby assigns to the Assignee and the Assignee hereby accepts from the Assignor one hundred percent (100%) of the Assignor's 's right, title and interest in and to the MGP Interest. The MGP Interest consists of the Assignor's entire right to allocations of profits, gain, income, losses, and tax credits, and all items entering into the computation thereof, and to distributions of cash, however denominated under the Partnership Agreement from and after the Effective Date.

3. In consideration of the assignment effected hereby, the Assignee hereby assumes and agrees to discharge all of the MGP Obligations and is hereby admitted for all purposes of the Partnership Agreement.

4. The parties hereby (i) acknowledge the assignment of the MGP Interest and assumption by the New Managing General Partner of the MGP Interest and the MGP Obligations pursuant to this agreement and (ii) release the Managing General Partner from all of the MGP Obligations as of the Effective Date. Accordingly, from and after the Effective Date, the New Managing General Partner shall be responsible for all of the obligations of the Managing General Partner under the Partnership Agreement from and after the Effective Date.

5. The Managing General Partner represents, warrants and covenants to the Assignee that (i) the Managing General Partner is the sole owner of the MGP Interest, free and clear of all liens, charges, encumbrances, security interests or claims of third parties of any kind or description by or through the Managing General Partner (other than those imposed by the terms of the Partnership Agreement, loans, or applicable federal and state securities laws); (ii) subject to obtaining the Third Party Approvals, the Managing General Partner is free to effect the assignment of the MGP Interest as provided herein and such assignment does not constitute a default under any agreement to which the Managing General Partner is a party or by which the Managing

General Partner is bound; and (iii) the Managing General Partner will take no action inconsistent with or in derogation of the assignment of the MGP Interest effected hereunder.

6. The New Managing General Partner represents, warrants and covenants to the Managing General Partner that the New Managing General Partner is free to acquire the MGP Interest as provided herein and such acquisition does not violate any law or constitute a default under any agreement to which the New Managing General Partner is a party or by which the New Managing General Partner is bound.

7. The parties hereto hereby confirm the continuing validity and enforceability of the Partnership Agreement, acknowledging that the New Managing General Partner shall succeed to all rights and obligations of the Managing General Partner thereunder as of the Effective Date. This provision shall be construed to amend the Partnership Agreement to the extent necessary to reflect the admission of the New Managing General Partner to the Partnership and to give effect to the other provisions of this agreement.

8. The parties agree that the assignment of the MGP Interest, the admission of the New Managing General Partner to the Partnership and the other transactions effected hereby shall be effective for all purposes as of the Effective Date.

9. The parties hereto agree to cooperate in good faith to effect any further amendments to the Partnership Agreement or Project Documents and to take such other steps as may be necessary or appropriate in order to more fully reflect and further evidence the assignment of the MGP Interest and the other transactions effected hereby.

10. This instrument may be executed in several counterparts and all counterparts so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties have not signed the original or the same counterpart.

11. **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

[Remainder of this page is intentionally left blank.]
[Signatures commence on the following page.]

IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed and delivered as a sealed instrument as of the Effective Date.

LIMITED PARTNER:

HOUSING AUTHORITY OF THE CITY OF PITTSBURG,
a California public body, corporate and politic

By: _____
Name: Garrett Evans
Its: Executive Director

PARTNERSHIP:

GATEWAY MIXED USE DEVELOPMENT,
a California limited partnership

By: Affordable Housing CDC, Inc.,
a California nonprofit public benefit corporation,
its sole member

By: _____
Joe Stalzer, Executive Director

By: Domus Development, LLC,
a California limited liability company,
its Administrative general partner

By: _____

[Signatures continue on the following page.]

MANAGING GENERAL PARTNER AND ASSIGNOR:

AHCDC GATEWAY LLC,
a California limited liability company

By: Affordable Housing CDC, Inc.,
a California nonprofit public benefit corporation,
its sole member

By: _____
Joe Stalzer, Executive Director

[Signatures continue on the following page.]

CO- GENERAL PARTNER:

DOMUS DEVELOPMENT, LLC,
a California limited liability company

By: _____

[Signatures continue on the following pages.]

NEW MANAGING GENERAL PARTNER AND ASSIGNEE:

SPECTRUM GP LLC,
a California limited liability company

By: _____

[End of signature pages.]

FOURTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF GATEWAY MIXED USE DEVELOPMENT, A CALIFORNIA LIMITED PARTNERSHIP

This **FOURTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF GATEWAY MIXED USE DEVELOPMENT, A CALIFORNIA LIMITED PARTNERSHIP (the "*Amendment*")**, is made effective as of September __, 2022 (the "***Effective Date***"), by and among HOUSING AUTHORITY OF THE CITY OF PITTSBURG , a public body, corporate and politic (the "***Limited Partner***"), GATEWAY MIXED USE DEVELOPMENT, a California limited partnership (the "***Partnership***"), SPECTRUM GP LLC, a California limited liability company (the "***Managing General Partner***"), and DOMUS DEVELOPMENT, LLC, a California limited liability company (the "***Co-General Partner***").

R E C I T A L S

WHEREAS, the Partnership is governed by that certain Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of March 1, 2006 (the "***Original Agreement***"), as amended by that certain Assignment of Investor Limited Partner Interest and Administrative Limited Partner Interest and Amendment (the "***First Amendment***") to Amended and Restated Agreement of Limited Partnership of Gateway Mixed Use Development, a California Limited Partnership dated as of June 23, 2006, and as further amended by that certain Assignment of Investor Limited Partner Interest and Administrative Limited Partner Interest and Second Amendment to Amended and Restated Agreement of Limited Partnership of Gateway Mixed Use Development, a California Limited Partnership dated as of _____, 2022 (the "***Second Amendment***"; collectively with the Original Agreement and the First Amendment, the "***Partnership Agreement***");

WHEREAS, pursuant to the Second Amendment, the Housing Authority of the City of Pittsburg acquired the ILP Interest and ALP Interest from the Investor Limited Partner and the Administrative Limited Partner, respectively, of the Partnership (collectively, the "***Limited Partner Interests***"); and

WHEREAS, the Administrative General Partner desires to grant the Limited Partner and its affiliates (the "***Buyer***") the option to purchase the Administrative General Partner's administrative general partner interest (the "***AGP Interest***") in the Partnership, subject to certain terms and conditions, as hereinafter provided; and

WHEREAS, the Managing General Partner desires to grant the Buyer the option to purchase the Managing General Partner's managing general partner interest (the "***MGP Interest***") in the Partnership, subject to certain terms and conditions, as hereinafter provided.

NOW, THEREFORE, with the foregoing Recitals incorporated herein by reference and made a part hereof, and in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the respective undertakings and agreements hereinafter set forth, the parties hereby agree as follows:

A G R E E M E N T

1. Capitalized terms used but not defined herein shall have the respective meanings attributed thereto in the Partnership Agreement.

2. Contemporaneously with the execution and delivery of this Amendment, the Investor Limited Partner shall make a capital contribution to the Partnership in the amount of $_____, for the purpose of (i) fully repaying the outstanding principal of and all accrued and unpaid interest on the Bond Loan, and any reconveyance fee or other costs, to the Bond Lender, and (ii) funding the Partnership Management Fee for the first nine months of 2022. The repayment of the Bond Loan shall be effectuated by the Partnership by wire transfer to the Bond Lender in the amount of $_____ and the Partnership shall establish Partnership reserves in the approximate amount of $_____ when refunded to the Partnership from the reserves held by the Bond Lender.

3. The Administrative General Partner hereby grants the Buyer the option to purchase (the "***AGP Purchase Option***") the Administrative General Partner's AGP Interest in the Partnership, after December 31, 2025, for the consideration of (i) One Hundred Dollars ($100.00), and (ii) the allocation of ninety-nine and ninety-eight hundredths percent (99.98%) of the tax losses generated by the Partnership for the Fiscal Years 2022 and 2023 (and in any subsequent Fiscal Year in which tax losses are generated) to the Administrative General Partner by the Partnership, such tax losses being the tax losses previously allocable to the Investor Limited Partner Interest.

(a) The Buyer shall deliver written notice to the Administrative General Partner of the Buyer's exercise of the AGP Purchase Option (the "***AGP Purchase Option Notice***"). Notice may be delivered at any time beginning December 1, 2024, but must provide at least one year's notice of the effective date of transfer of the AGP Interest. Notice shall state that the Buyer is exercising its option and provide an estimated closing date no earlier than January 1, 2026 (*i.e.*, a closing date not less than one year after the delivery of such notice). Notice shall state the entity that will purchase the AGP Interest. Such entity will be the Buyer or an affiliate of the Buyer.

(b) The Administrative General Partner shall assign its AGP Interest to the Buyer by executing and delivering that certain Withdrawal of Administrative General Partner and Assignment and Assumption of Administrative General Partner Interest and _____ Amendment to Amended and Restated Agreement of Limited Partnership of the Partnership (the "***Assignment***"), in the form attached hereto as Exhibit A; provided, however, that the effective date of the Assignment shall be subject to (i) obtaining all Third Party Approvals therefor (as hereinafter provided) and (ii) if management is also being transferred, obtaining all Third Party Approvals for the transfer of management of the Apartment Complex from the Administrative General Partner's Affiliate, Domus Management Company (the "***Management Agent***"), to the entity designated by

the Buyer, and shall not be prior to the effective date of such transfer of management after not less than thirty (30) days' notice of transfer has been provided to the Management Agent under the Management Agreement (as hereinafter defined).

(c) The Buyer and the Administrative General Partner shall work together to obtain the consent of all third parties under the Project Documents, including, without limitation, all applicable state agencies, and all Lenders, as applicable, to the transactions contemplated in this Agreement (collectively, the "***Third Party Approvals***"). The Administrative General Partner agrees to timely deliver to the Buyer upon request all information reasonably necessary for the preparation of the requests to be submitted in order to obtain the Third Party Approvals.

(d) As used herein, the term "***Management Agreement***" means the management agreement dated January 1, 2022, between the Management Agent and the Partnership, which notwithstanding any contrary provision of the Management Agreement shall remain in effect through the effective date of the Assignment, as determined pursuant to Section 3(b) hereof.

(e) Nothing herein shall affect the Limited Partner's rights under the Partnership Agreement or the Management Agreement to require the replacement of the Management Agent for cause prior to the exercise of the AGP Purchase Option; provided, however, that each of the Administrative General Partner and the Managing General Partner shall have the option to withdraw as a general partner of the Partnership effective contemporaneously with such replacement.

4. The Managing General Partner hereby grants the Buyer the option to purchase (the "***MGP Purchase Option***") the Managing General Partner's MGP Interest in the Partnership, after December 31, 2025, for the consideration of One Hundred Dollars ($100.00).

(a) The Buyer shall deliver written notice to the Managing General Partner of the Buyer's exercise of the MGP Purchase Option (the "***MGP Purchase Option Notice***"). Notice may be delivered at any time beginning December 1, 2024, but must provide at least one year's notice of the effective date of transfer of the MGP Interest. Notice shall state that the Buyer is exercising its option and provide an estimated closing date no earlier than January 1, 2026 (*i.e.*, a closing date not less than one year after the delivery of such notice). Notice shall state the entity that will purchase the MGP Interest. Such entity will be the Buyer or an affiliate of the Buyer.

(b) The Managing General Partner shall assign its MGP Interest to the Buyer by executing and delivering that certain Withdrawal of Managing General Partner and Assignment and Assumption of Managing General Partner Interest and _____ Amendment to Amended and Restated Agreement of Limited Partnership of the Partnership (the "***Assignment***"), substantially similar to the form attached hereto as Exhibit A; provided, however, that the effective date of the Assignment shall be subject to (i) obtaining all Third Party Approvals therefor (as hereinafter provided) and (ii) if management is also being transferred, obtaining all Third Party Approvals for the transfer of management of the Apartment Complex from the Management Agent to the entity designated by the Buyer, and shall not be prior to the effective date of such transfer of management

after not less than thirty (30) days' notice of transfer has been provided to the Management Agent under the Management Agreement.

(c) The Buyer and the Managing General Partner shall work together to obtain the Third Party Approvals. The Managing General Partner agrees to timely deliver to the Buyer upon request all information reasonably necessary for the preparation of the requests to be submitted in order to obtain the Third Party Approvals.

5. Notwithstanding any contrary provision hereof, it is intended that the assignment of the AGP Interest and the MGP Interest shall be effectuated contemporaneously and, if so, the AGP Purchase Option Notice and MGP Purchase Option Notice may be given by the Buyer pursuant to the same written notice, all parties shall cooperate to obtain the Third Party Approvals and the assignments of the AGP Interest and MGP Interest may be made pursuant to the same instrument.

6. The Administrative General Partner represents, warrants and covenants to the Buyer that (i) the Administrative General Partner is the sole owner of the AGP Interest, free and clear of all liens, charges, encumbrances, security interests or claims of third parties of any kind or description by or through the Administrative General Partner (other than those imposed by the terms of the Partnership Agreement, loans, or applicable federal and state securities laws); (ii) subject to obtaining the Third Party Approvals, the Administrative General Partner is free to effect the assignment of the AGP Interest as provided herein and such assignment does not constitute a default under any agreement to which the Administrative General Partner is a party or by which the Administrative General Partner is bound; and (iii) the Administrative General Partner will take no action inconsistent with or in derogation of the transfer and assignment of the AGP Interest to the Buyer.

7. The Managing General Partner represents, warrants and covenants to the Buyer that (i) the Managing General Partner is the sole owner of the MGP Interest, free and clear of all liens, charges, encumbrances, security interests or claims of third parties of any kind or description by or through the Managing General Partner (other than those imposed by the terms of the Partnership Agreement, loans, or applicable federal and state securities laws); (ii) subject to obtaining the Third Party Approvals, the Managing General Partner is free to effect the assignment of the MGP Interest as provided herein and such assignment does not constitute a default under any agreement to which the Managing General Partner is a party or by which the Managing General Partner is bound; and (iii) the Managing General Partner will take no action inconsistent with or in derogation of the transfer and assignment of the MGP Interest to the Buyer.

8. The Buyer represents, warrants and covenants to the Administrative General Partner that the Buyer is or will be free to acquire the AGP Interest as provided herein and such acquisition does not violate any law or constitute a default under any agreement to which the Buyer is a party or by which the Buyer is bound.

9. In order to effectuate the allocation of the tax losses generated by the Partnership as contemplated in this Agreement, Section 9.1G of the Partnership Agreement is hereby modified and amended as follows:

"Notwithstanding the foregoing, tax losses for the Fiscal Years 2022 and 2023 and for any tax losses thereafter previously allocable to the Partners with the Limited Partner Interests shall be allocable to the Administrative General Partner, such tax losses constituting 99.98% of the tax losses of the Partnership for each of such Fiscal Years and all items entering into the calculation thereof. The foregoing allocation of losses to the Administrative General Partner shall continue through the effective date of the Administrative General Partner's withdrawal from the Partnership pursuant to the Assignment."

In the event that the Limited Partner provides project-based Section 8 to the Project for all or a substantial portion of the residential rental units of the Project, all income associated with the project-based Section 8 for such units for the Fiscal Year in which Section 8 income is provided will be specially allocated to the Investor Limited Partner and in any subsequent Fiscal Year thereafter tax losses shall be allocated as originally provided in the Partnership Agreement.

10. The parties hereto hereby confirm the continuing validity and enforceability of the Partnership Agreement; provided, however, that the parties hereto agree that Sections 3.4, 3.8. 3.10, 3.11, 3.13, 3.14, 4.1 through 4.3, 7.4 and 9.2A(ix) of the Partnership Agreement shall no longer be applicable and the Limited Partner shall not enforce any provisions of the Guaranty Agreement. This provision shall be construed to amend the Partnership Agreement to the extent necessary to give effect to the other provisions of this Agreement.

11. The parties hereto agree to cooperate in good faith to effect any further amendments to the Partnership Agreement or Project Documents and to take such other steps as may be necessary or appropriate in order to more fully reflect and further evidence the allocation of losses to the Administrative General Partner, the assignments of the AGP Interest and MGP Interest and the other transactions effected hereby.

12. This instrument may be executed in several counterparts and all counterparts so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties have not signed the original or the same counterpart.

13. **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN

INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

[Remainder of this page is intentionally left blank.]
[Signatures commence on the following page.]

IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed and delivered as a sealed instrument as of the Effective Date.

LIMITED PARTNER:

HOUSING AUTHORITY OF THE CITY OF PITTSBURG ,
a public body, corporate and politic

By: _____
Garrett Evans
Executive Director

PARTNERSHIP:

GATEWAY MIXED USE DEVELOPMENT,
a California limited partnership

By: Spectrum GP LLC,
a California limited liability company,
its managing general partner

By: _____

By: Domus Development, LLC,
a California limited liability company,
its co- general partner

By: _____

MANAGING GENERAL PARTNER:

SPECTRUM GP LLC,
a California limited liability company

By: _____

[Signatures continue on the following page.]

CO-GENERAL PARTNER:

DOMUS DEVELOPMENT, LLC,
a California limited liability company

By: _____

[Signatures continue on the following pages.]

BUYER:

HOUSING AUTHORITY OF THE CITY OF PITTSBURG,
a public body, corporate and politic

By: _____
Garrett Evans
Executive Director

[End of signature pages.]

EXHIBIT A

FORM OF ASSIGNMENT

WITHDRAWAL OF ADMINISTRATIVE [MANAGING] GENERAL PARTNER AND ASSIGNMENT AND ASSUMPTION OF ADMINISTRATIVE [MANAGING] GENERAL PARTNER INTEREST

AND
_____ AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF GATEWAY MIXED USE DEVELOPMENT, A CALIFORNIA LIMITED PARTNERSHIP

This WITHDRAWAL OF ADMINISTRATIVE [MANAGING] GENERAL PARTNER AND ASSIGNMENT AND ASSUMPTION OF ADMINISTRATIVE [MANAGING] GENERAL PARTNER INTEREST AND _____ AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF GATEWAY MIXED USE DEVELOPMENT, A CALIFORNIA LIMITED PARTNERSHIP, is made effective as of _____, 202_ (the "*Effective Date*"), by and among HOUSING AUTHORITY OF THE CITY OF PITTSBURG , a public body, corporate and politic (the "*Limited Partner*"), GATEWAY MIXED USE DEVELOPMENT, a California limited partnership (the "*Partnership*"), SPECTRUM GP LLC, a California limited liability company (the "*Managing General Partner*"), DOMUS DEVELOPMENT, LLC, a California limited liability company (the "*Administrative General Partner*"), and [CITY AFFILIATE SPE, a California limited liability company] (the "*New AGP*"). R E C I T A L S

WHEREAS, the Partnership is governed by that certain Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of March 1 , 2006, as amended by that certain Assignment of Investor Limited Partner Interest and Administrative Limited Partner Interest and Amendment to Amended and Restated Agreement of Limited Partnership of Gateway Mixed Use Development, a California Limited Partnership, dated as of June 23, 2006, as further amended by that certain Assignment of Investor Limited Partner Interest and Administrative Limited Partner Interest and Second Amendment to Amended and Restated Agreement of Limited Partnership of Gateway Mixed Use Development, a California Limited Partnership dated as of _____ __, 2022, and as further amended by that certain Third Amendment to Amended and Restated Agreement of Limited Partnership of Gateway Mixed Use Development, a California Limited Partnership dated as of September __, 2022 (collectively, the "***Partnership Agreement***");

WHEREAS, pursuant to the Partnership Agreement, the Administrative General Partner is the owner and holder of all of the administrative general partner interests in the Partnership (the "***AGP Interest***" or the "***Assigned Interest***");

WHEREAS, pursuant to the Partnership Agreement, the Administrative General Partner granted to the Buyer the AGP Purchase Option;

WHEREAS, the Buyer has determined that the AGP Purchase Option shall be exercised by the New AGP;

WHEREAS, Section 11.1 of the Partnership Agreement permits Assignor to withdraw and make assignments of the Assigned Interest to Assignee;

WHEREAS, the Administrative General Partner wishes to withdraw from the Partnership as of the Effective Date, and the Managing General Partner wishes to accept such withdrawal of the Administrative General Partner and the assignment of the AGP Interest for the consideration and upon the terms and conditions hereinafter set forth;

WHEREAS, the Administrative General Partner wishes to assign the AGP Interest, and the New AGP wishes to assume the AGP Interest and is willing to undertake all of the remaining obligations of Administrative General Partner under the Partnership Agreement (the "***AGP Obligations***").

NOW, THEREFORE, with the foregoing Recitals incorporated herein by reference and made a part hereof, and in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the respective undertakings and agreements hereinafter set forth, the parties hereby agree as follows:

A G R E E M E N T

1. Capitalized terms used but not defined herein shall have the respective meanings attributed thereto in the Partnership Agreement.

2. The Administrative General Partner hereby withdraws from the Partnership and the Managing General Partner hereby accepts the Administrative General Partner's withdrawal from the Partnership. The Administrative General Partner further assigns one hundred percent (100%) of the Administrative General Partner's right, title and interest in and to the AGP Interest to the New AGP, and the New AGP hereby accepts the AGP Interest.

3. In consideration of the assignment effected hereby, (i) the New AGP shall or has paid to the Administrative General Partner One Hundred Dollars ($100.00), and (ii) the Partnership has allocated ninety-nine and ninety-nine hundredths percent (99.99%) of all losses of the Partnership for the Fiscal Years 2022 and 2023 to the Administrative General Partner. Subject to the foregoing, all of the Administrative General Partner's entire right to allocations of profits, gain, income, losses, and tax credits, and all items entering into the computation thereof, and to distributions of cash, however denominated under the Partnership Agreement, shall be assigned to the New AGP as of the Effective Date, and, thereafter, the Administrative General Partner shall have no further interest or rights to fees, distributions, or payments as a partner of the Partnership.

4. The parties hereby (i) acknowledge the assignment of the AGP Interest and assumption by the New AGP of the AGP Interest and the AGP Obligations pursuant to this agreement and (ii) release the Administrative General Partner from all of the AGP Obligations as of the Effective Date. Accordingly, from and after the Effective Date, the New AGP Partner shall be responsible for all of the obligations of the Administrative General Partner under the Partnership Agreement which arise from and after the Effective Date.

5. The Administrative General Partner represents, warrants and covenants to the Managing General Partner, the Partnership and the New AGP that (i) the Administrative General Partner is the sole owner of the AGP Interest, free and clear of all liens, charges, encumbrances, security interests or claims of third parties of any kind or description by or through the Administrative General Partner (other than those imposed by the terms of the Partnership Agreement, loans, or applicable federal and state securities laws); (ii) subject to obtaining the Third Party Approvals, the Administrative General Partner is free to effect the assignment of the AGP Interest as provided herein and such assignment does not constitute a default under any agreement to which the Administrative General Partner is a party or by which the Administrative General Partner is bound; and (iii) the Administrative General Partner will take no action inconsistent with or in derogation of the assignment of the AGP Interest effected hereunder.

6. The New AGP represents, warrants and covenants to the Administrative General Partner that the New AGP is free to acquire the AGP Interest as provided herein and such acquisition does not violate any law or constitute a default under any agreement to which the Managing General Partner or the New AGP is a party or by which the Managing General Partner or the New AGP is bound.

7. The parties hereto hereby confirm the continuing validity and enforceability of the Partnership Agreement, acknowledging that the New AGP shall succeed to all rights and obligations of the Administrative General Partner thereunder as of the Effective Date. This provision shall be construed to amend the Partnership Agreement to the extent necessary to reflect the admission of the New AGP to the Partnership and to give effect to the other provisions of this agreement.

8. The parties agree that the assignment of the AGP Interest, the withdrawal of the Administrative General Partner from the Partnership, the admission of the New AGP to the Partnership and the other transactions effected hereby shall be effective for all purposes as of the Effective Date.

9. The parties hereto agree to cooperate in good faith to effect any further amendments to the Partnership Agreement or Project Documents and to take such other steps as may be necessary or appropriate in order to more fully reflect and further evidence the assignment of the AGP Interest and the other transactions effected hereby.

10. This instrument may be executed in several counterparts and all counterparts so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties have not signed the original or the same counterpart.

11. **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

[Remainder of this page is intentionally left blank.]
[Signatures commence on the following page.]

IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed and delivered as a sealed instrument as of the Effective Date.

LIMITED PARTNER:

HOUSING AUTHORITY OF THE CITY OF PITTSBURG ,
a California public body, corporate and politic

By: _____
Name:
Its: Executive Director

PARTNERSHIP:

GATEWAY MIXED USE DEVELOPMENT,
a California limited partnership

By: Spectrum GP LLC,
a California limited liability company,
its managing general partner

By: _____

By: Domus Development, LLC,
a California limited liability company,
its Administrative general partner

By: _____

MANAGING GENERAL PARTNER:

SPECTRUM GP LLC,
a California limited liability company

By: _____

[Signatures continue on the following page.]

CO-GENERAL PARTNER:

DOMUS DEVELOPMENT, LLC,
a California limited liability company

By: _____

[Signatures continue on the following pages.]

NEW AGP:

[CITY AFFILIATE SPE],
[a California limited liability company]

By: _____

[End of signature pages.]

CITY OF PITTSBURG
HOUSING AUTHORITY MEETING MINUTES

DATE: August 15, 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)

CALL TO ORDER

Chair White called the meeting of the Housing Authority to order at 8:09 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, California.

ROLL CALL

Members Craft and Herring were absent and excused.

PRESENTATION

8. Pittsburg Housing Authority Department Overview

CONSENT CALENDAR

Wolfgang Croskey, Pittsburg, commented on Item 12 on the Consent Calendar.

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

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

9. Minutes of May 16, 2022 and June 20, 2022

10. Disbursement List of May 31, 2022 and June 30, 2022

11. Adoption of a Housing Authority Resolution Approving the Section 8 Management Assessment Program Certification for Fiscal Year End June 30, 2022

12. Adoption of a Housing Authority Resolution Approving the Pittsburg Chamber of Commerce 2022-2023 Lease and Common Area Maintenance Offset

HOUSING AUTHORITY MEMBER REMARKS

There were no Housing Authority Member remarks.

ADJOURNMENT

The Housing Authority was adjourned at 8:40 P.M.

Respectfully submitted,

Alice E. Evenson, Secretary

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 Resolution and Introduction and Waive First Reading of an Ordinance Amending the Zoning Map for Liberty Residential Subdivision Phase II, AP-21-1599 (GP, RZ, SUBD, DR)

MEETING DATE: September 19, 2022

EXECUTIVE SUMMARY

This is a public hearing on a request for approval of: 1) a General Plan Map Amendment to change the parcel's land use designation from Low Density Residential to Medium Density Residential and 2) a Zoning Map Amendment to rezone the parcel from RS-5 (Single-Family Residential) to PD (Planned Development) District (and associated PD Plan) for the Liberty Residential Subdivision Phase II Project located at 360 Central Avenue in the RS-5 (Single-Family Residential) district. Assessor's Parcel No. 086-151-002. For information purposes, this application also includes consideration of a Vesting Tentative Map for a 17-lot Major Subdivision and Design Review of landscape and architectural plans. On August 9, 2022, the Planning Commission adopted Resolution No. 10196 recommending approval of the proposal in its entirety.

FISCAL IMPACT

One-time revenues related to construction permits and other development fees and exactions (as outlined in the proposed Conditions of Approval) are anticipated with this proposal. There is no impact to the General Fund if this project is approved.

RECOMMENDATION

City Council open the public hearing; take public comment; close the public hearing; then: (1) adopt a resolution (Attachment 1) approving a General Plan Map amendment, Vesting Tentative Map for a Major Subdivision and Design Review; and (2) introduce, waive further reading, and pass to second reading, an ordinance (Attachment 2) approving a Zoning Map amendment for the project. A condition of approval for the project has been included making approval of the General Plan Map amendment, Vesting Tentative Map for a Major Subdivision and Design Review contingent upon City Council adoption of the ordinance approving the Zoning Map amendment (and associated PD Plan) for Liberty Residential Subdivision Phase II.

BACKGROUND

On September 21, 2021, Louis Parsons of Discovery Builders, Inc., filed Planning Application No. AP-21-1599 (GP, RZ, SUBD, DR), requesting: 1) a General Plan Map Amendment to change the parcel's land use designation from Low Density Residential to Medium Density Residential, 2) a Zoning Map Amendment to rezone the parcel from RS-5 (Residential Single Family 5,000 square-foot minimum lot size) to PD (Planned Development), 3) a Vesting Tentative Map for a 17-lot Major Subdivision; and 4) Design Review.

The Planning Commission held a public hearing to consider Mr. Parsons' project on August 9, 2022. Following public testimony and deliberations, the Planning Commission unanimously adopted Resolution No. 10196 (Attachment 3), recommending the City Council adopt an ordinance and resolution to approve Liberty Residential Subdivision Phase II, subject to conditions.

Existing Conditions: The parcel is 1.8 acres, designated Low Density Residential and currently zoned RS-5 (Single-Family Residential – 5,000 Square Foot Minimum Lot Size). The 1.8-acre parcel is located south of Central Avenue, directly behind a 0.65-acre parcel containing an existing, 10,206 square-foot (sq. ft.) church (Hamilton Memorial). The property is located within the Old Town Gateway subarea of the Railroad Avenue Specific Plan (RASP).

The 1.8-acre parcel is vacant and undeveloped. The land is flat and contains seasonal grasses, five palm trees along the east and west perimeter, and seven Callery Pear trees along the east property line near the entrance of the project site. There is a wood fence along the east property line providing separation from the adjacent residential subdivision 'Terra Nova.' There is an eight-foot sound wall along the west property line providing separation from the adjacent residential subdivision 'Liberty Phase I.' Currently, two free-standing blockades are placed on the east and west side of the existing church building to prevent access to the site from Central Avenue. The south side (rear) of the property is not secured with fencing and contains a remnant Union Pacific Railroad (UPRR) spur track easement which has been quitclaimed to the applicant.

See Photos of the Project Site in Attachment 4.

The project site is approximately one-half-mile from the Pittsburg Center Bay Area Rapid Transit (BART) station and is within a quarter mile of two bus stops located near the intersections of Railroad Avenue/Central Avenue and Harbor Street/Central Avenue (Tri Delta Transit Routes 381 and 387). Additionally, the project site is within one half-mile distance of Marina Vista Elementary School, Pittsburg High School, City Park, John Buckley Square, and the Downtown commercial core.

See Map of Surrounding Land Uses in Attachment 5.

Proposed Project: The proposed project would subdivide a 1.8-acre parcel into 17 lots for single-family residential development, similar to adjacent Liberty Phase I subdivision. Four approvals are requested for this project: 1) a General Plan Map Amendment, 2) a Zoning Map Amendment, 3) a Vesting Tentative Map for a Major Subdivision and 4) Design Review. Each approval is discussed in detail below.

1. General Plan Map Amendment:

The proposed General Plan Map Amendment would change the parcel's current land use designation from Low Density Residential, which limits construction to a maximum of 7 dwelling units per acre (du/ac), to Medium Density Residential which allows for the construction of a maximum of 14 du/ac.

See Exhibit A of Attachment 1 (Resolution) for the proposed General Plan Map Amendment.

2. Zoning Map Amendment:

The proposed Zoning Map Amendment would rezone the 1.8-acre project site from RS-5 District to PD (Planned Development) District. The land uses allowed in the proposed PD District would be the same as those allowed in the RS-4 (Single-Family Residential) District. Specific development regulations for the proposed PD District, as shown in the PD Plan, would be:

Min. Lot Size:	2,000 sq. ft.
Min. Lot Width:	40 ft.
Min. Front Yard (fronting on private street):	4 ft.
Min. Corner Side Yard (next to private street):	4 ft.
Min. Interior Side Yard:	4 ft.
Min. Rear Yard:	4 ft.
Max. Encroachment into a Required Yard:	1 foot
Max. Lot Coverage:	60 percent
Max. Building Height:	28 ft.

The proposed development regulations in the PD Plan (listed above) are the same standards that were approved for the adjacent Liberty Phase I project completed in 2021.

See Exhibit A of Attachment 2 (Ordinance) for the proposed Zoning Map Amendment and PD Plan (Development Regulations).

3. Vesting Tentative Map for a Major Subdivision:

The proposed Major Subdivision would subdivide the 1.8-acre parcel into 17, single-family residential lots. The proposed lot sizes range from 2,150 (smallest lot size) to 3,649 sq. ft. (largest lot size), yielding a density of approximately 9.45 du/ac.

Access: A single, 20-foot wide, two-way private street off Central Avenue (Colleen Circle) would provide access to the proposed subdivision. A four-and-a-half-foot sidewalk is proposed along the interior of the proposed subdivision. In the northeast portion of the project site, the sidewalk would transition to the opposite side of the private street via a four-foot-wide crosswalk with Americans with Disabilities Act (ADA)-compliant curb returns and lead out to Central Avenue. Hamilton Memorial Church has secured an easement from Discovery Builders, Inc. to access the church using Colleen Circle. No improvements to Central Avenue are required as part of this project. Currently, a remnant UPRR spur track easement, which has been quitclaimed to the applicant, crosses the rear property line through proposed lots 11 – 15.

Off-Street Parking: Each residence within the proposed subdivision would include a two-car garage, which satisfies the requirement for off-street parking pursuant to PMC Chapter

18.78. An additional eight guest parking spaces would be provided in the northern section of the subdivision adjacent to proposed lots 1 and 17. No parking would be allowed on Colleen Circle.

Bicycle Facilities: A Class II bicycle lane exists along Central Avenue. The applicant has proposed two, wall-mounted bicycle racks in the garage of all 17 residences.

Infrastructure/Utilities: The proposed project would be connected to existing utility providers in the City. Water services would be provided by the Contra Costa Water District and treated in the City's water treatment facilities. As part of Liberty Phase I, the applicant installed a new segment of waterline for the city on Central Avenue intended to serve both Liberty Phase I and Phase II residential subdivisions. Therefore, the proposed project is compliant with the 2015 Water System Master Plan, as amended. A Condition of Approval will require the applicant to evaluate the existing, receiving storm and sewer facilities for adequate capacity and provide the results to the city to identify any service or supply problems. If any service or supply problems arise, the applicant agrees to cover the cost for installation of additional facilities required to be constructed to accommodate the proposed project.

Stormwater: In accordance with the Memorandum of Understanding (MOU) executed with the city on May 16, 2016, and amended December 12, 2019, the applicant proposes to utilize offsite mitigation credits in lieu of constructing low impact development (LID) stormwater facilities within the project site. The applicant will be required to annex the project site into Community Facilities District (CFD) 2016-1, for the continuous maintenance of offsite stormwater treatment facilities constructed at Carion Court, as a Condition of Approval. Additionally, the applicant will install full trash capture devices in all stormdrain inlets within the project area.

Prior to recording the Final Map, the applicant will be required to annex the project site into CFD 2005-1 (Public Safety Services), CFD 2007-1 (Park Maintenance) and CFD 2014-1 (Railroad Avenue Specific Plan).

See Exhibit B of Attachment 1 (Resolution) for the proposed Major Subdivision 9550 and Vesting Tentative Map.

4. Design Review:

Pursuant to PMC 18.36.100, Design Review is required for Major Subdivisions in single-family land use districts and PD districts.

Architectural Plans: The architectural plans for the proposed subdivision include four, two-story, single-family residence models with three exterior design options and 12 total color schemes. The house model designs are characterized by a mixture of hipped and gable-end roofs with concrete tile roofing material, stucco siding and simulated stone veneer or horizontal lap siding and windows with faux shutters or wrought iron railings.

The proposed single-family residence models (Plans 1 – 4) would range from 1,814 to 2,487 sq. ft. in total living area. The proposal includes eight (8) Plan 1, four (4) Plan 2, four (4) Plan 3 and one (1) Plan 4 floor plans. All of the 17 proposed lots would include a concrete pathway leading up to a front porch/patio area ranging in size from 29 to 96 sq. ft.

Plan 1. The floor plan for the eight, Plan 1 single-family residences shows a 419 sq. ft., two-car garage with two wall-mounted bicycle racks, a family or 'great' room, a 'nook' or dining

room, a kitchen with appliances, pantry and half bathroom or 'powder' room on the first floor. On the second floor, the Plan 1 floor plan shows three bedrooms, two full bathrooms (including a master bath and walk-in closet), laundry facilities and a loft or optional fourth bedroom.

Plan 2. The floor plan for the four, Plan 2 single-family residences shows a 416 sq. ft., two-car garage with two wall-mounted bicycle racks, a living room (with a storage area under the stairs), a dining room, a kitchen with appliances and half bathroom or 'powder' room on the first floor. On the second floor, the Plan 2 floor plan shows four bedrooms, two full bathrooms (including a master bath and walk-in closet), laundry facilities and a loft. Two of the four Plan 2 homes would also include an approximately 280 sq. ft. Accessory Dwelling Unit (ADU) to meet the city's affordable housing requirements in PMC Chapter 18.86. Both ADUs would be equipped with an exterior entry door and include a 'studio-style' living room/bedroom, kitchenette and bathroom. Buyers of the two Plan 2 homes with the ADU would have the option of placing a lockable interior door leading from the living room of the main dwelling unit to the ADU. Should the buyer of the Plan 2 homes with the ADU choose to remove the optional interior door to the ADU, the space would be constructed as a wall.

Plan 3. The floor plan for the four, Plan 3 single-family residences shows a 436 sq. ft., two-car garage with two wall-mounted bicycle racks, a living room, a 'nook,' a dining room, a kitchen with appliances and a half bathroom or 'powder' room on the first floor. On the second floor, the Plan 3 floor plan shows four bedrooms, two full bathrooms (including a master bath and walk-in closet), laundry facilities and a loft.

Plan 4. The floor plan for the single, Plan 4 single-family residence shows a 420 sq. ft., two-car garage with two wall-mounted bicycle racks, a family or 'great' room, a dining room, a kitchen with appliances, pantry and half bathroom or 'powder' room on the first floor. On the second floor, the Plan 4 floor plan shows four bedrooms, two full bathrooms (including a master bath and walk-in closet), laundry facilities and a loft.

Green Building Features: Each proposed single-family residence would be equipped with an air conditioning unit and solar panels compliant with 2019 California Energy Code. Solar panels would be installed at the time of final occupancy through a separate permit. Additionally, the proposed project would include cool roofs and pre-wire for electric vehicle charging.

Refuse: Each proposed single-family residence would be equipped with an approximately 8 sq. ft. concrete trash pad and the ability to accommodate three bins (refuse, recyclables, organics) at the curb in the front of each residence. All bins would be sized to ensure compliance with requirements of Senate Bill 1383 (2016).

Landscaping: The Landscape and Fencing Plan indicates front yard landscaping would be installed for each proposed lot. For proposed lots 5 and 6, which are on the corner, there would be corner-side landscaping. Additional landscaping is shown along the east property line and surrounding the guest parking areas adjacent to proposed lots 1 and 17. Each proposed lot would include shrubs, drought-tolerant ground cover and bark. Shrubs would include one-gallon containers of Manzanita, Spanish Lavender, Red Sage and Dwarf Germander and five-gallon containers of Noell Grevillea, Variegated Mock Orange and Shiny Xylosma. Additionally, each proposed lot would have at least one, 15-gallon container with the street tree (Chinese Pistache) and one 15-gallon container with a California native accent tree (Cercis Occidentalis, Western Redbud or California Redbud). The existing, five palm trees along the east and west perimeter of the project site would be removed to allow

for sufficient access. The existing, seven Callery Pear trees along the east property line near the entrance of the project site would also be removed to allow for construction of the proposed sidewalk. Because the existing palm and Callery Pear trees do not meet the definition of “protected tree” in PMC section 18.84.835(F), a tree removal permit is not required.

Fencing: Each proposed lot would be fully fenced with a six-foot, board-on-board, wood fence with steel posts and include a latched yard gate.

Sound Walls: Two separate, eight-foot sound walls would also be constructed on the project site. There is an existing, eight-foot sound wall along the entire length of the west property line which currently separates the project site from the adjacent Liberty Phase I Subdivision. One of the two proposed sound walls would be located along the entire length of the southern property line to separate proposed lots 11 – 14 from the railroad. The second proposed sound wall would be located along the southern property line of the existing Hamilton Memorial Church parcel, providing separation between the church and the proposed Liberty Phase II Subdivision. According to the schematic in the plans, both sound walls would be treated with decorative features consistent with neighborhood design.

See Exhibit C of Attachment 1 (Resolution) for the proposed Project Plans, including the Landscaping and Fencing Plan and Garbage Collection Exhibit.

GENERAL PLAN/CODE COMPLIANCE:

Pittsburg General Plan 2020

The project site is located in the East Central subarea of the General Plan and is currently designated Low Density Residential. The Low Density Residential designation is intended to provide sites for single family development with a density of 1 to 7 du/ac.

Although it is consistent with several General Plan goals and policies, the proposed project is a single-family development with a density of 9.45 du/ac which exceeds the parcel’s existing General Plan land use designation.

To address this inconsistency, the applicant is requesting the parcel be redesignated to Medium Density Residential. If the proposed General Plan Amendment is approved, the maximum density for the project site would increase from 7 du/ac to 14 du/ac, which would allow for a maximum of 25.2 dwelling units on the 1.8-acre project site. The applicant is proposing a total of 17 dwelling units on the project site, which is less than the maximum that would be permitted.

Railroad Avenue Specific Plan

The proposed project is located within the Railroad Avenue Specific Plan (RASP) area. Together, the RASP and the General Plan provide a framework to guide future development within the RASP boundary. The RASP was adopted in 2009 to implement the goals for the Railroad subarea of the General Plan. The RASP envisions a vibrant, walkable, mixed-use, and transit-oriented activity center around the Pittsburg Center BART Station.

The proposed project is located within the Old Town Gateway subarea of the RASP and has a RASP land use classification of Low Density Residential. The Old Town Gateway subarea is located at the northern edge of the RASP area, between the Burlington Northern Santa

Fe and the Union Pacific Railroad tracks. The Old Town Gateway subarea is intended to provide a transition from the RASP area to Old Town Pittsburg.

The RASP states that “continuing to allow residential and commercial development in this sub-area will allow for future projects that provide shopping or employment opportunities in the space between the Specific Plan Area and Old Town.” RASP Land Use Policy 3-P-3 is also applicable to the proposed project in that it encourages additional housing opportunities, including affordable housing, within one-half mile of the BART Station.

Zoning: The project site is in the RS-5 District. This zoning district is intended implement the General Plan land use designation. PMC section 18.50.105 requires a 5,000 sq. ft. minimum lot size in the RS-5 District which translates to a maximum density of 8.7 du/ac. Therefore, the current RS-5 zoning allows for a maximum of 15.7 dwelling units on the 1.8-acre project site.

To provide for small-lot development and additional flexibility for this property, the applicant is requesting the parcel be rezoned to a PD District which is allowed pursuant to PMC section 18.62.010(D). Rezones to PD Districts must be accompanied by a “PD Plan” that include specific land use and development regulations for the rezoned properties. The City Council has approved similar PD rezones and PD plans for past subdivisions such as the adjacent Liberty Phase I Subdivision, ‘Vista Del Mar’ in the San Marco area, ‘Clipper Cove’ west of Downtown, and ‘Waterstone’ / ‘Belle Harbor’ across from Pittsburg High School.

If the rezone from RS-5 to PD is approved, the development regulations proposed in the PD Plan would reduce the minimum lot size for the 1.8-acre project site to 2,000 sq. ft. This would allow for a maximum of 39.2 dwellings on the 1.8-acre project site. However, the applicant is proposing 17 dwelling units on the project site, which is less than half of what would be allowed.

Development Review Design Guidelines

The proposed project is subject to the city’s Development Review Design Guidelines (DRDG), adopted by the Planning Commission through Resolution No. 9864.

The DRDG sections that apply to this development are Sections I (Residential - Single Family/Duplex) and II (Neighborhood/Subdivision Design), which are intended to encourage good design for all residential dwelling units and neighborhoods/ subdivisions and Section VI (Green Building Design Guidelines), which are intended to encourage the use of green building design attributes, such as those that conserve energy and water use and promote clean local air quality.

In addition to demonstrating compliance with the city’s DRDGs, new development with certain RASP land use classifications must comply with specific RASP design and development policies and standards. These additional RASP development standards (intensity, height, setback, parking and landscaping) only apply to properties within the RASP area with the following land use classifications: Transit Oriented Development (TOD) – High, TOD – Medium, TOD – Residential, Community Commercial and Business Commercial. It is important to note, the project site has a RASP land use classification of Low Density Residential and therefore does not fall within a land use classification subject to additional RASP design and development standards.

Inclusionary Housing Requirements

The purpose of PMC Chapter 18.86 (Inclusionary Housing) is to implement General Plan policies by establishing minimum requirements, incentives, and alternative measures to ensure safe, decent and affordable housing for all segments of the city's population, regardless of household income, can be provided. Pittsburg General Plan Housing Element Policy 1.5 encourages construction of Accessory Dwelling Units (ADUs) or "second units" to allow extended families to live near each other, increase the affordable and rental housing stock, and provide income assistance to homeowners.

The Liberty Residential Subdivision Phase I project, approved in 2018, complied with the city's Inclusionary Housing requirements by requiring 10 percent of all single-family homes within the subdivision to include an ADU. Each unit was subject to a "Secondary Unit Regulatory Agreement and Declaration of Restrictive Covenants" (Affordable Housing Agreement).

The Affordable Housing Agreements for the Liberty Phase I project detailed specific occupancy regulations and rent restrictions for each unit. For instance, in the Agreement, each Liberty Phase I ADU is restricted, in that, if rented, can only be occupied by households whose gross income does not exceed 30 percent of the Area Median Income (AMI) for Contra Costa County. The agreement explains that this covenant runs with the land in perpetuity and clarifies that future purchasers of the six lots that include the ADUs are responsible for meeting obligations in the Agreement.

Requiring 10 percent of all new residential units to include a secondary, lower-income unit is consistent with what the City required for the Liberty Phase I, Greystone, Waterstone, Alves Ranch and Tuscany Meadows projects, and is consistent with direction provided to Planning Staff by the City Council and the City Manager related to strategies used to incorporate affordable housing into these market-rate projects.

Given that Liberty Phase II is an infill development adjacent to Liberty Phase I, staff recommends the 10 percent Inclusionary Housing requirement continue to be utilized to meet the requirements of PMC Chapter 18.86. Therefore, the applicant is proposing that two of the 17 proposed single-family residences include ADUs subject to Affordable Housing Agreements with the City. This will be included as a condition of approval for the project.

See Exhibit D of Attachment 1 (Resolution) for Conditions of Approval.

Required Finding – General Plan Map Amendment: In order to adopt a general plan amendment, the City Council must determine, in accordance with Government Code section 65358, that the amendment would be in the public interest.

Required Findings – Zoning Map Amendment: In order to approve zoning changes, the City Council must determine, in accordance with PMC section 18.48.030, that:

A. the change proposed is consistent with the objectives, policies, general land uses and programs specified in the General Plan and applicable specific plan;

B. in the case of a base district, overlay district or general land use regulation, the change proposed is compatible with the uses authorized in, and the regulations prescribed for, the land use district for which it is proposed;

C. a community need is demonstrated for the change proposed; and

D. its adoption would be in conformity with public convenience, general welfare and good zoning practice.

Required Findings – Vesting Tentative Map for a Major Subdivision: In order to approve a Vesting Tentative Map for a Major Subdivision, the City Council must determine, in accordance with PMC section 17.20.060(c), that:

A. the proposed map is consistent with the general plan and any applicable specific plan, or other applicable provision of PMC;

B. the site is physically suitable for the type of development;

C. the site is physically suitable for the proposed density of development;

D. the design of the subdivision or the proposed improvements would not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat;

E. the design of the subdivision or the type of improvements would not cause serious public health problems; and

F. the design of the subdivision or the type of improvements would not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

Required Findings – Design Review: In order to grant Design Review approval for a project, the City Council must determine, in accordance with PMC section 18.36.220.B, that:

A. the structure conforms with good taste, good design and in general contributes to the character and image of the City as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality;

B. the structure would be protected against exterior and interior noise, vibrations and other factors that may tend to make the environment less desirable;

C. the exterior design and appearance of the structure is not of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value;

D. the structure is in harmony with proposed developments on land in the general area; and

E. the application conforms with the criteria set forth in any applicable City adopted Design Guidelines.

A full analysis of how the proposed project meets the required General Plan Map amendment, Vesting Tentative Map for a Major Subdivision and Design Review findings is provided in Section 2 (Findings) of the Resolution (Attachment 1). A full analysis of how the proposed project meets the required findings for a Zoning Map Amendment is provided in Section 2 (Findings) of the Ordinance (Attachment 2).

Environmental Review: The proposed project is statutorily exempt from the requirements of the California Environmental Quality Act (CEQA) under Section 15182 (Projects Pursuant to a Specific Plan) of the State CEQA Guidelines.

Government Code section 65457(a) provides that any residential development project, including any subdivision, or any zoning change that is undertaken to implement and is consistent with a Specific Plan for which an Environmental Impact Report has been certified after January 1, 1980, is exempt from the requirements of CEQA. This exemption is also codified in the CEQA Guidelines, section 15182(c).

The proposed project is consistent with the RASP and Environmental Impact Report (EIR) which was adopted and certified by the City Council on November 2, 2009, in Ordinance No. 09-1319 and Resolution No. 09-11303. The proposed project falls within the boundaries of the RASP. A primary purpose of the RASP is to facilitate the development of new housing near the Pittsburg Center BART station. The proposed project is entirely residential, would consist of 17, single-family homes, along with a private road and other improvements, in close proximity to the Pittsburg Center BART station. The proposed project would advance the RASP's goal of developing livable, low-density housing near public transit and within walking distance of new retail and commercial developments around the BART station.

CEQA provides a streamlined review process for projects consistent with existing zoning, a general plan, or a specific/community plan for which an EIR has been certified. The RASP EIR studied the environmental impacts associated with the anticipated buildout of approximately 1,845 new residential units and 988,449 sq. ft. of new commercial floor area within the RASP area. Since its inception in 2009, staff estimates that just 20 percent of the anticipated buildout of new residential units has been achieved. The proposed General Plan and Zoning Map Amendments would help implement many of the goals and policies in the RASP.

Additionally, the project site is less than five acres, surrounded on all sides by urban uses and is located in a disturbed area with little to no value as habitat for endangered, rare or threatened species. The project site is in an infill location and of a modest size. Compliance with General Plan and RASP policies, requirements in the PMC and project Conditions of Approval would ensure that any impacts to traffic, noise, air and water quality would be less than significant.

If the proposed project is approved, Planning Staff would file a Notice of Determination (NOD) with the Governor's Office of Planning and Research (OPR) State Clearinghouse and Contra Costa County Clerk-Recorder's Office pursuant to CEQA Guidelines, section 15094.

See Attachment 6 for the CEQA Substantial Conformance Memo.

Public Notice: On or before Friday, September 9, 2022, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020.A, B and D, a "Notice of Public Hearing," for the September 19, 2022, public hearing on this item was published in the East County Times; was posted at City Hall and at or near the project site; was delivered for posting at the Pittsburg Library; was posted on the "Public Notices" section of the City's website and was mailed via first class or electronic mail to the applicant, to the property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies whose services might be affected by this project, and to individuals who

had previously filed written request for such notice. In addition, a copy of the notice was posted on www.nextdoor.com (“Nextdoor”) and was sent directly to all subscribed residents in the “Harbor and School Street” neighborhood.

See Attachment 7 for the Public Hearing Notice.

SUBCOMMITTEE FINDINGS

Not applicable

STAFF ANALYSIS

Staff believes that the City Council can make the required findings to approve of the proposed project. The staff-recommended findings are provided in Section 2 (Findings) of Attachment 1 (Resolution) and Attachment 2 (Ordinance) and summarized below.

General Plan Map Amendment

The proposed General Plan Map Amendment of the project site from Low Density Residential to Medium Density Residential would be in the public interest, in that the proposed land use change would facilitate quality residential development, promote the reuse and revitalization of a dilapidated property, help the city maintain a compact urban form, and promote a diversity of housing types and densities near the Pittsburg Center BART station. The proposed project would also enhance the visual quality of the area and increase the number of residents within the area that naturally monitor the streetscape and one another, enhancing community safety.

See Attachment 8 for the Consistency Analysis with General Plan Goals and Policies.

Zoning Map Amendment

The proposed Zoning Map Amendment of the project site from RS-5 to PD would be consistent with the objectives, goals, and policies in the General Plan and RASP in that, among other reasons provided in the resolution in Attachment 1, the project would: a) provide medium intensity, single-family residential development near Downtown and in an area accessible to transit and services, b) expand Pittsburg’s housing diversity by providing higher-density single-family development on smaller lots, c) promote the development and intensification of the Downtown Commercial Core as a neighborhood retail center by increasing the demand for retail and other amenities, d) encourage walking as a regular means of transportation due to the parcel’s proximity to various amenities, e) provide sound walls along the south and west property lines to mitigate noise along Central Avenue and the UPRR, f) provide two single-family homes with ADUs that would allow extended families to live near each other, increase the affordable and rental housing stock, and provide income assistance to homeowners, and g) be consistent with the PD zoning of immediately adjacent properties.

Vesting Tentative Map for a Major Subdivision

The proposed Vesting Tentative Map, subdividing the parcel into 17, single-family residential lots would be consistent with the objectives, goals, and policies in the General Plan and RASP in that, the project site is adjacent to underutilized and vacant properties identified in Figure 2.2 of the RASP as “Opportunity Sites” that have recently been

transformed. The project site is physically suitable for the type and density of the proposed development in that it is flat, vacant/undeveloped site. The design of the proposed subdivision and accompanying improvements would not have a significant impact on the environment, injure fish or wildlife or their habitat, or pose a significant risk to human health in that the project site is less than five acres, surrounded on all sides by urban uses and is located in a disturbed area with little to no value as habitat for endangered, rare or threatened species. The proposed subdivision would not cause serious health problems in that the project site is located between two, recent single-family residential subdivisions. The design of the proposed subdivision would not conflict with easements for access through or use of property within the proposed subdivision, in that the UPRR spur track easement on the property has been quitclaimed.

Design Review

The proposed project would conform with good taste, good design and in general contributes to the character and image of the city as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality, in that the proposed house models would feature an attractive architectural design characterized by a mixture of hipped and gable-end roofs with high-quality, concrete tile roofing material; stucco siding with horizontal trim, corbels, and simulated stone veneer; and a mixture of single-hung and sliding glass windows with faux shutters, or decorative wrought iron railings. Residential front yards would feature drought-tolerant plants and blooming street trees that would provide seasonal color throughout the subdivision.

See Attachment 9 for the Consistency Analysis with Development Review Design Guidelines.

ATTACHMENTS:

1. Resolution
   a. Exhibit A – General Plan Map Amendment
   b. Exhibit B – Vesting Tentative Map for Major Subdivision
   c. Exhibit C – Project Plans
   d. Exhibit D – Conditions of Approval
2. Ordinance
   a. Exhibit A – Zoning Map Amendment and PD Plan
3. Planning Commission Resolution No. 10196
4. Photos of Project Site
5. Map of Surrounding Uses
6. Substantial Conformance Memo
7. Public Hearing Notice
8. General Plan Goals and Policies – Consistency Analysis
9. Development Design Review Guidelines – Consistency Analysis

Report Prepared by: Alison Hodgkin, Associate Planner

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Approving a General Plan Map Amendment, Vesting Tentative Map, and Design Review for a 17-Lot, Single-Family Residential Subdivision at 360 Central Avenue, for "Liberty Residential Subdivision Phase II, AP-21-1599 (GP, RZ, SUBD, DR)."	))))))	RESOLUTION NO. 22-

WHEREAS, on September 21, 2021, Louis Parsons of Discovery Builders, Inc., filed Planning Application No. AP-21-1599 (GP, RZ, SUBD, DR), requesting: 1) a General Plan map amendment to change the parcel's land use designation from 'Low Density Residential' to 'Medium Density Residential,', 2) a Zoning Map amendment to rezone the parcel from RS-5 (Residential Single Family 5,000 square-foot minimum lot size) to PD (Planned Development), 3) a Vesting Tentative Map for a 17-lot Major Subdivision and 4) Design Review on a 1.8-acre parcel located at 360 Central Avenue. Assessor's Parcel No. 086-151-002; and

WHEREAS, the proposed project is governed by the applicable goals and policies of the Pittsburg General Plan, the Pittsburg Municipal Code (PMC), and the City's adopted Design Review and Development Guidelines (DRDGs; Planning Commission Resolution No. 9864); and

WHEREAS, the proposed project is statutorily exempt from the requirements of the California Environmental Quality Act (CEQA) under Section 15182 (Projects Pursuant to a Specific Plan) of the State CEQA Guidelines (Public Resources Code section 21080); and

WHEREAS, under Government Code section 65358, the City Council, upon recommendation of the Planning Commission, may amend the City's General Plan, in whole or in part, if it finds that the amendment would be in the public interest. No more than four general plan amendments to each required element may be adopted within one calendar year. In this calendar year so far, the City Council has not adopted any amendments to the General Plan Land Use Element; and

WHEREAS, pursuant to PMC section 17.20.060(c), the City Council, upon recommendation of the Planning Commission, may approve a tentative map if it finds that: a) the proposed map is consistent with the General Plan and any applicable specific plan, or other applicable provision of the PMC; b) the site is physically suitable for the type of development; c) the site is physically suitable for the proposed density of development; d) the design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat; e) the design of the subdivision or the proposed improvements will not cause serious health problems; and f) the design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision; and

WHEREAS, pursuant to PMC section 18.36.230, the City Council, upon

recommendation of the Planning Commission, may grant design review approval if it finds that: a) the structure conforms with good taste, good design and in general contributes to the character and image of the City as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality; b the structure will be protected against exterior and interior noise, vibrations and other factors that may tend to make the environment less desirable; c) the exterior design and appearance of the structure is not of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value; d) the structure is in harmony with proposed developments on land in the general area; and e) the application conforms with the criteria set forth in any applicable City adopted design guidelines; and

WHEREAS, on September 19, 2022, after conducting a duly-noticed public hearing, the Planning Commission adopted Resolution No. 10196, recommending approval of the requested General Plan Map amendment, Zoning Map amendment, Vesting Tentative Map and Design Review; and

WHEREAS, on or prior to Friday, September 9, 2022, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020.B, C and D, a "Notice of Public Hearing," for the September 19, 2022, public hearing on this item was published in the East County Times; was posted at City Hall; was delivered for posting at the Pittsburg Library; and was mailed via first class or electronic mail to the applicant, to the property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies whose services might be affected by this project, and to individuals who had previously filed written request for such notice; and

WHEREAS, on September 9, 2022, the City Council held a duly-noticed public hearing to: 1) introduce and waive further reading of an ordinance approving the proposed Zoning Map amendment; and 2) adopt this resolution approving the General Plan Map amendment, Vesting Tentative Map, and Design Review, at which time oral and/or written testimony was considered.

NOW THEREFORE, the City Council of the City pf Pittsburg does resolve as follows:

Section 1. Authority

A. Article XI, Section 7 of the California Constitution confers on cities the authority to regulate land use within their jurisdictions under the police power and to make and enforce ordinances to protect the public health, safety and welfare. Aesthetic reasons alone justify exercise of the police power (Metromedia, Inc. vs. City of San Diego [1980] 264 C3d 848, 164 CR 510).

B. The General Plan is the single most important planning document and represents the most comprehensive statement of the city's interests and welfare (Government Code section 65300; Citizens of Goleta Valley vs. Board of Supervisors [1990] 52 CA3d 553, 276 CR 410). In general, all land use decisions must be consistent with the general plan. Consistency exists between a city's land use action and the general plan when a city has officially adopted such a plan, and the various land uses approved are compatible with the objectives,

policies, general land uses and programs specified in the plan (Lesher Communications, Inc. vs. City of Walnut Creek [1990] 52 C3d 531, 277 CR1).

C. The Subdivision Map Act (Government Code section 66410, et seq.) vests in cities the power to regulate and control the design and improvement of subdivisions within their boundaries (Government Code section 66411). "Improvement" is broadly defined to include any specific improvement or type of improvement, the installation of which is necessary to ensure consistency with the general plan (Government Code section 66419[b]).

D. A city may not approve a tentative map unless it finds that the proposed subdivision, together with the provisions of its design and improvement, is consistent with the General Plan (Government Code section 66473.5).

Section 2. Findings

A. Based on the City Council staff report entitled, "Adoption of a Resolution and Introduction and Waive First Reading of an Ordinance Approving Liberty Residential Subdivision Phase II, AP-21-1599 (GP, RZ, SUBD, DR)," dated September 19, 2022, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing, the City Council finds that:

1. All recitals above are true and correct and are incorporated herein by reference.

General Plan Map Amendment:

2. The proposed amendments to the General Plan are in the public interest, in that the proposed land use change will facilitate quality residential development, promote the reuse and revitalization of a dilapidated site, help the City maintain a compact urban form, and promote a diversity of housing types and densities near the Pittsburg Center BART Station. The proposed project will also enhance the visual quality of the area and increase the number of residents within the area that naturally monitor the streetscape and one another, enhancing community safety.

Vesting Tentative Map:

3. The proposed Vesting Tentative Map is consistent with the General Plan, in that:

   a. The proposed project will be developed on an infill site, thereby helping the City maintain a compact urban form within the City's projected municipal boundary (Goal 2-G-1).

   b. The proposed project will provide medium intensity single-family

residential near the Downtown and in an area accessible to transit and services (Goals 2-G-4 and 3-G-3). The project site is within a half-mile distance of the Pittsburg Center BART Station and a quarter-mile of two bus stops located near the intersections of Railroad Avenue/Central Avenue and Harbor Street/Central Avenue (Tri Delta Transit Routes 381 and 387).

c. The proposed project will expand Pittsburg's housing diversity by providing single-family development on smaller lots ranging from approximately 2,000 to 4,200 square feet (Goal 2-G-5 and Housing Goal G-1).

d. The proposed project will utilize a Planned Development (PD) zoning, in part, to achieve a high-quality design outcome (Policy 2-P-5).

e. The proposed project will pay its share of the costs for the construction of facilities needed to serve the development (Policy 3-P-1, 3-P-13, and 7-P-2). The proposed project will comply with conditions of approval requiring payment of the Facilities Reserve Charge, Local Traffic Mitigation Fee (LTMF), and Regional Transportation Development Impact Mitigation Fee (RT-DIM) in accordance with the Pittsburg Municipal Code.

f. The proposed project will promote the public health, safety, and general welfare in that it requires the Developer to: a) pay fees to finance unmet local and regional traffic improvement needs; b) annex the site into the City's Community Facilities District (CFD) 2007-1 for park maintenance; c) annex the site into the City's CFD 2016-1 for maintenance of off-site stormwater facilities; d) annex the site into the City's CFD 2005-1 for police and other emergency services; e) annex the site into the City's CFD 2014-1 for Railroad Avenue Specific Plan improvements and f) annex the site into the City's CFD 2017-1 for fire facilities and fire safety and emergency services.

g. The proposed project will be built in an area where public facilities and infrastructure are already available (Policy 3-P-1).

h. The existing transportation system has adequate capacity to accommodate the proposed project (Policy 3-P-2). Residents of the proposed project will have multiple transportation options available to them as the site is located near BART, Tri-Delta Transit, and bicycle lanes.

i. The Developer was not required to prepare a traffic impact study because the proposed project is expected to generate under 100 net new peak hour trips (Policy 3-P-5).

j. The proposed project will provide safe and contiguous routes for pedestrians and bicyclists (Policy 3-P-17, 7-P-34, and 7-P-40) in that there is an existing Class II bicycle lane along Central Avenue.

k. The proposed project focuses single-family residential on a site that has been designated as a Priority Development Area under the Metropolitan Transportation Commission and Association of Bay Area Government's FOCUS Program (Policy 3-P-18 and Housing Policy P-1.1 D).

l. The proposed project will promote the development and intensification of the Downtown commercial core as neighborhood retail center by increasing the demand for retail and other amenities (Goal 5-G-2).

m. The proposed project will encourage walking as a regular means of transportation due to the site's proximity to various amenities (Goal 7-G-15). The project site is within a half-mile distance of Marina Vista Elementary School, Pittsburg High School, City Park, John Buckley Square, the Pittsburg Center BART Station, and the Downtown commercial core.

n. The proposed project will include bicycle racks in each garage for secure bicycle parking (Policy 7-P-45).

o. The Developer was not encouraged to dedicate a public park because the proposed development includes less than 150 units (Policy 8-P-16).

p. The Developer will equitably share the costs associated with providing water and wastewater services to the proposed project through payment of the Pittsburg Facilities Reserve Charge (Policy 11-P-7 and 11-P-18).

q. The proposed project will include sound walls along the north and south perimeter and provide upper-floor windows of residences adjacent to the UPRR tracks (homes on Lots 11-14) to be upgraded to a Sound Transmission Class (STC) rating of 32. The proposed sound walls and upper-story windows will help ensure interior noise levels do not exceed 45 dB CNEL (Policy 12-P-6).

r. The proposed Zoning Map amendment is for a project site that is vacant, underutilized, and appropriate for higher-density residential use given its proximity to schools, parks, transit, and commercial amenities (Housing Element Policy P-1.1 B).

s. The proposed project will provide market-rate housing near in the

Downtown and increase demand for economic activity in nearby shopping centers (Housing Policy P-1.2).

t. The proposed project will provide two, single-family homes with Accessory Dwelling Units (ADUs) that would allow extended families to live near each other, increase the affordable and rental housing stock, and provide income assistance to homeowners (Housing Policy P-1.5).

u. The proposed project will help attain the City's Regional Housing Needs Allocation for moderate and above-moderate income households (Policy P-1.6).

v. The proposed project will comply with conditions of approval requiring construction of quality home designs to ensure future residents will enjoy an attractive living environment (Housing Goal G-5 and Policy P-5.1).

4. The project site is physically suitable for the type of development proposed in that the site is flat and surrounded by existing infrastructure, minimizing the amount of work and investment needed to extend utilities and services to the site.

5. The project site is physically suitable for the proposed density of development, in that the site is flat and surrounded by existing, established development. Further, the site is located within one-half mile of the Pittsburg Center BART Station, and less than a quarter-mile from two existing bus routes, making it an appropriate location for a medium-density residential development, as defined by the City's General Plan.

6. The design of the proposed subdivision and accompanying improvements will not cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat, in that the project is statutorily exempt from the requirements of the California Environmental Quality Act (CEQA) under Section 15182 (Projects Pursuant to a Specific Plan) of the State CEQA Guidelines (Public Resources Code section 21080).

7. The design of the subdivision and type of improvements proposed will not cause serious public health problems, in that the Phase I Environmental Site Assessment revealed no evidence of hazardous substances or petroleum products in connection with the project site.

8. The design of the subdivision and type of improvements proposed will not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision, in that there are no existing public access easements on the site. The proposed Vesting Tentative Map includes a new private street that will connect the development to existing public roadways, and the new private street will be of

sufficient width to accommodate automobile and emergency vehicle access into and around the site.

Design Review:

9. The proposed project conforms with good taste, good design and in general contributes to the character and image of the City as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality, in that the proposed house models feature an attractive architectural design characterized by a mixture of hipped and gable-end roofs with high-quality, concrete tile roofing material; stucco siding with horizontal trim, corbels, and simulated stone veneer; and a mixture of single-hung and sliding glass windows with faux shutters, or decorative wrought iron railings. The proposed project will also provide an attractive outdoor environment for residents. The Developer will install a variety of colorful, drought-tolerant landscaping and a decorative, masonry sound wall with wall caps and simulated stone veneer at each wall pilaster. Residential front yards will feature drought-tolerant plants and blooming street trees that will provide seasonal color throughout the subdivision.

10. The proposed project will be protected against exterior and interior noise, vibrations and other factors which may tend to make the environment less desirable, in that the project will be built to standard building codes that dictate maximum noise levels for the interiors of residential units.

11. The exterior design of the proposed project is not of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value. Rather, the proposed project will enhance the neighborhood's appearance and value, in that it will result in a highly attractive environment utilizing a variety of compatible house and front yard landscape designs. The proposed project will add value to the community by attracting additional residential and commercial investment in the area.

12. The proposed project is in harmony with proposed developments on land in the general area, in that there are no proposed developments in the immediate vicinity of the project site.

13. The proposed project will substantially conform to all applicable Development Review Design Guidelines (DRDG, Planning Commission Resolution No. 9864) for single-family development.

B. The City Council Staff Report entitled, "Adoption of a Resolution and Introduction and Waive First Reading of an Ordinance Approving Liberty Residential Subdivision Phase II, AP-21-1599 (GP, RZ, SUBD, DR)," dated September 19, 2022, is referenced hereto as additional support for findings.

Section 3. Decision

Based on the findings and the authority set forth above, the City Council hereby takes the following actions:

A. Amends General Plan Figure 2-2 (Land Use Diagram) to change the land use designation of the project site, from Low Density Residential to Medium Density Residential as substantially presented in Exhibit A of this resolution;

B. Modifies other Land Use Element tables and charts as necessary to reflect the change in land use acreages and maintain internal consistency with the General Plan document;

C. Approves Vesting Tentative Map 9550 (Exhibit B) subdividing the project site into 17 lots for detached single-family homes, subject to the conditions as substantially presented in Exhibit C of this resolution; and

D. Approves design review of the accompanying architectural and landscape plans (Exhibit D), subject to the conditions as substantially presented in Exhibit C of this resolution.

Section 4. The Improvements are Reasonably Necessary to Meet the Needs of the Public Arising as a Result of the Subdivision

An improvement imposed as a condition of approval of a tentative map is valid to the extent that it is not excessive. An improvement is not considered excessive if it is reasonably necessary to meet public needs arising as a result of the subdivision. (Government Code section 66465.4 (a), (b).) As an additional finding, the City Council hereby finds that the improvements and requirements described in section 3, above, are reasonably necessary to meet the needs of the public arising as a result of the Liberty Residential Development, as further described in sections 2, 3, and 4 of this resolution.

Section 5. Effective Date

This resolution shall take effect immediately upon its adoption.

Section 6. Adoption

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of September 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Fig. 1: Existing General Plan Designation

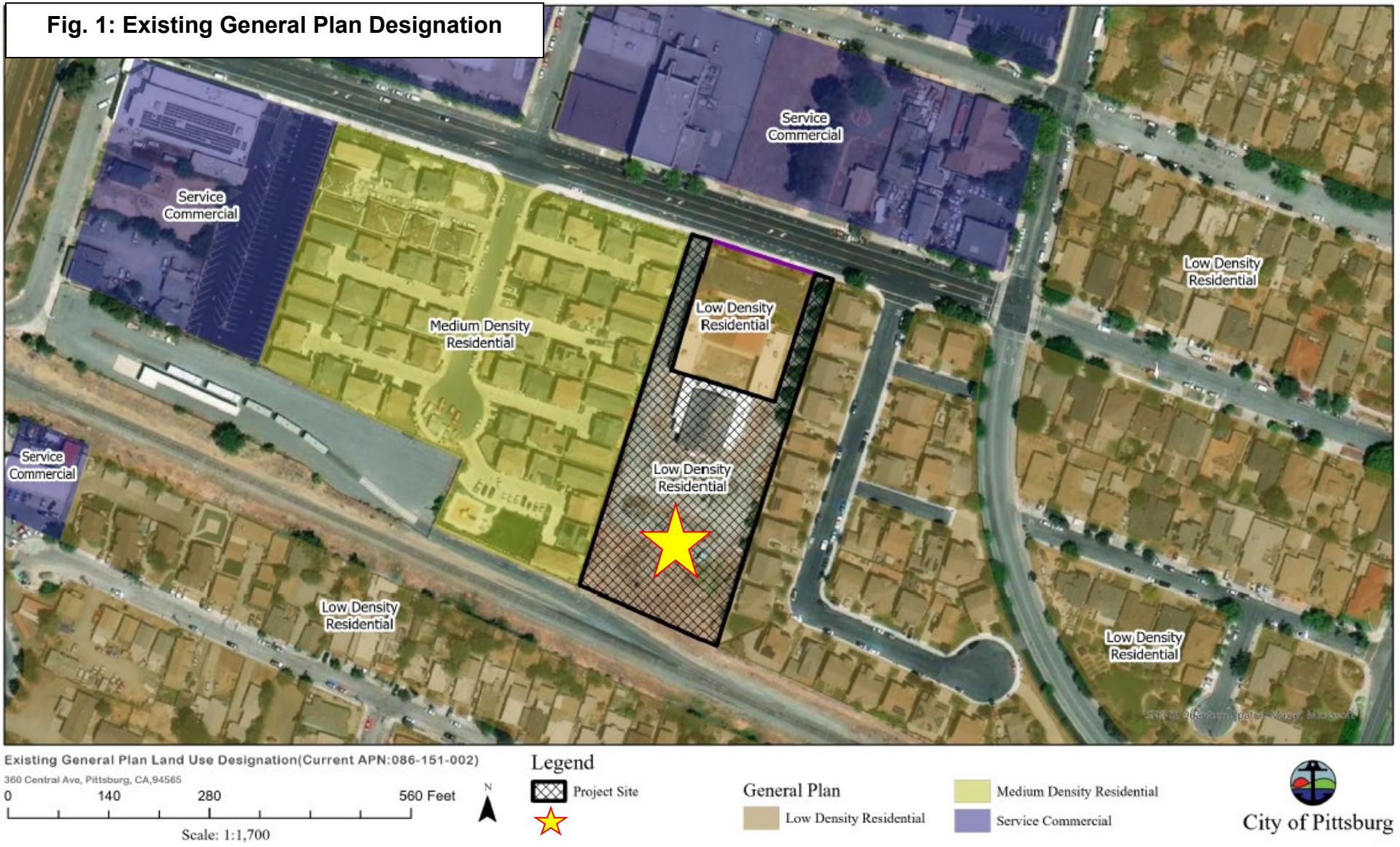
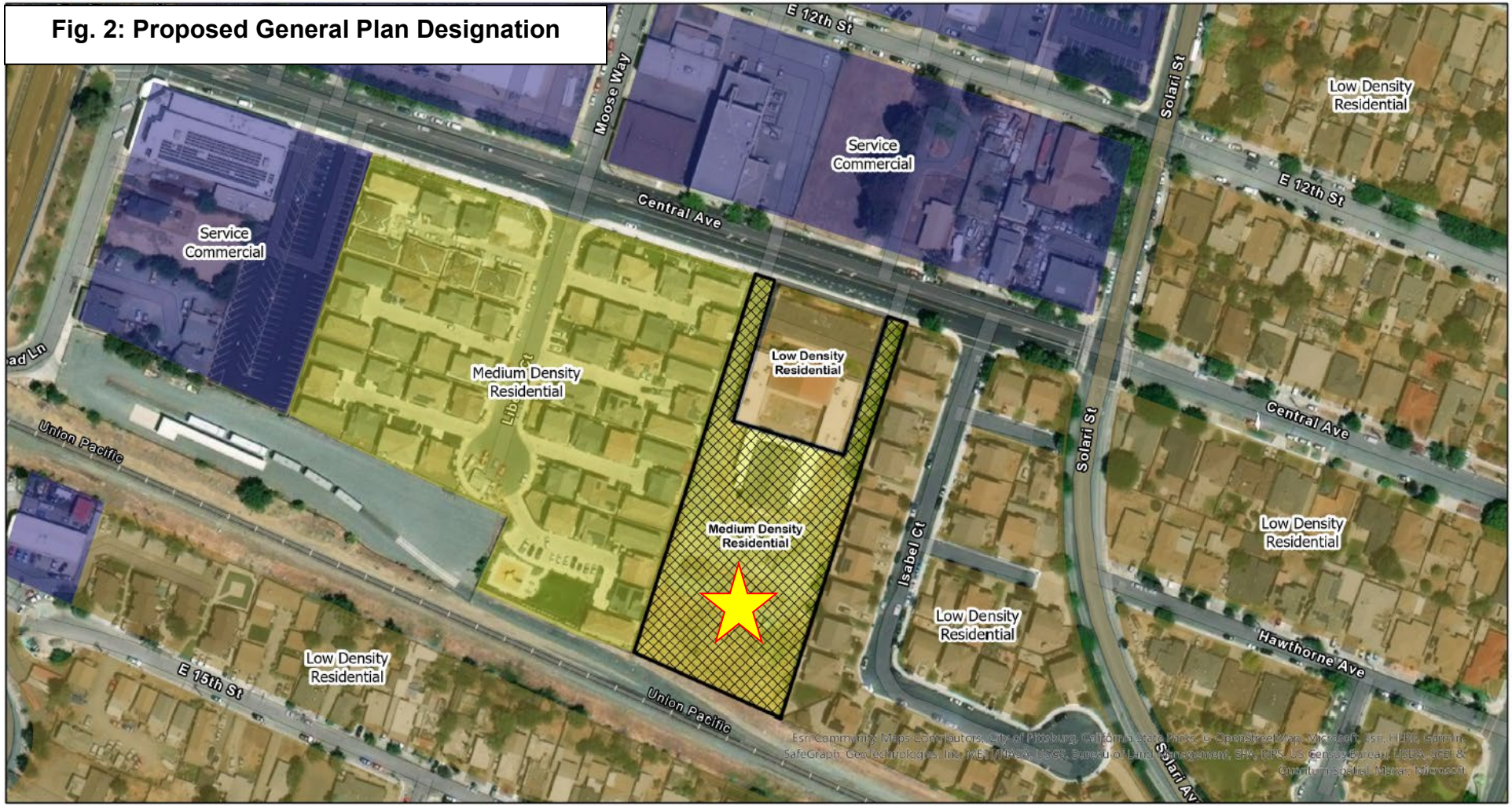


Fig. 2: Proposed General Plan Designation



Proposed General Plan Land Use Designation(Current APN:086-151-002)
360 Central Ave, Pittsburg, CA,94565
0 145 290 580 Feet
Scale: 1:1,700

Legend
Project Site
Project Site

General Plan
Low Density Residential
Medium Density Residential
Service Commercial

City of Pittsburg

Exhibit B - AP-21-1599 (GP, RZ, SUBD, DR)

VESTING TENTATIVE MAP
"LIBERTY PHASE II"
SUBDIVISION 9550
CITY OF PITTSBURG
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

GENERAL

ASSESSORS PARCEL NO(s):	PARCELS A & B OF PMW 22–07
PROJECT ADDRESS:	360 CENTRAL AVENUE PITTSBURG, CA
TOTAL GROSS AREA:	2.45 AC
EXISTING ZONING:	SINGLE FAMILY RESIDENTIAL – 5,000 SF (RS–5)
PROPOSED ZONING:	PLANNED DEVELOPMENT (PD)
EXISTING GENERAL PLAN:	LOW DENSITY RESIDENTIAL
EXISTING USE:	BUILDING WITH LOT
PROPOSED USE:	17 RESIDENTIAL LOTS
PROPOSED DENSITY:	6.9 DU/AC
FEMA FLOOD DESIGNATION:	ZONE "X" (FIRM PANEL 060033–0119G, DATED 09–30–2015)
EXISTING TOPOGRAPHY DATE	09–24–2020
FIRE PROTECTION DISTRICT	CONTRA COSTA COUNTY FIRE PROTECTION DIST.

FACILITIES

WATER:	CITY OF PITTSBURG
SEWER:	CITY OF PITTSBURG
STORM DRAIN:	CITY OF PITTSBURG
GAS & ELECTRIC:	PACIFIC GAS & ELECTRIC
TELEPHONE:	AT&T

NOTES

1. NO PUBLIC AREAS ARE PROPOSED.
2. ALL EXISTING STRUCTURES ONSITE ARE TO BE REMOVED.

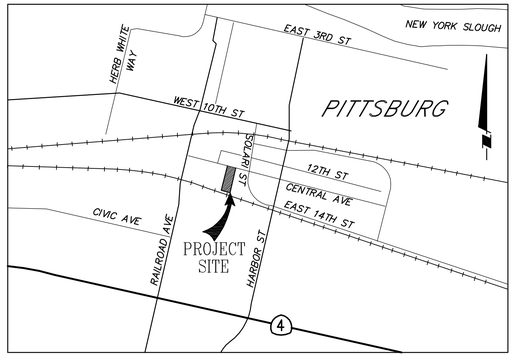
BENCHMARK

TIDAL–4 (PID JS1881) BRASS DISK IN TOP OF CONCRETE STEP LEADING TO BASEMENT AT OLD POST OFFICE BUILDING ON RAILROAD AVENUE.
ELEV=22.27 (NGVD 29)

BASIS OF BEARINGS

THE BEARING TAKEN OF SOUTH 73°14'26" EAST, BETWEEN THE FOUND MONUMENT ON CENTRAL AVE., AT THE INTERSECTION OF RAILROAD AVENUE, AS SHOWN ON THE RECORD OF SURVEY FILED IN 100 L.S.M. 26.

GRAPHIC SCALE
30 15 0 30
(IN FEET)
1 inch = 30 ft.



VICINITY MAP
NOT TO SCALE

SHEET INDEX

SHEET No.	DESCRIPTION
C1	TITLE SHEET
C2	SECTIONS & DETAILS
C3	TOPOGRAPHIC SURVEY & DEMOLITION PLAN
C4	PRELIMINARY GRADING, DRAINAGE & UTILITY PLAN

OWNER/DEVELOPER

LIBERTY DEVELOPERS, LLC
4021 PORT CHICAGO HIGHWAY
CONCORD, CA 94520
(925) 682-6419

CIVIL ENGINEER

APEX CIVIL ENGINEERING & LAND SURVEYING
817 ARNOLD DRIVE, SUITE 50
MARTINEZ, CA 94553
(925) 476-8499

SOILS ENGINEER

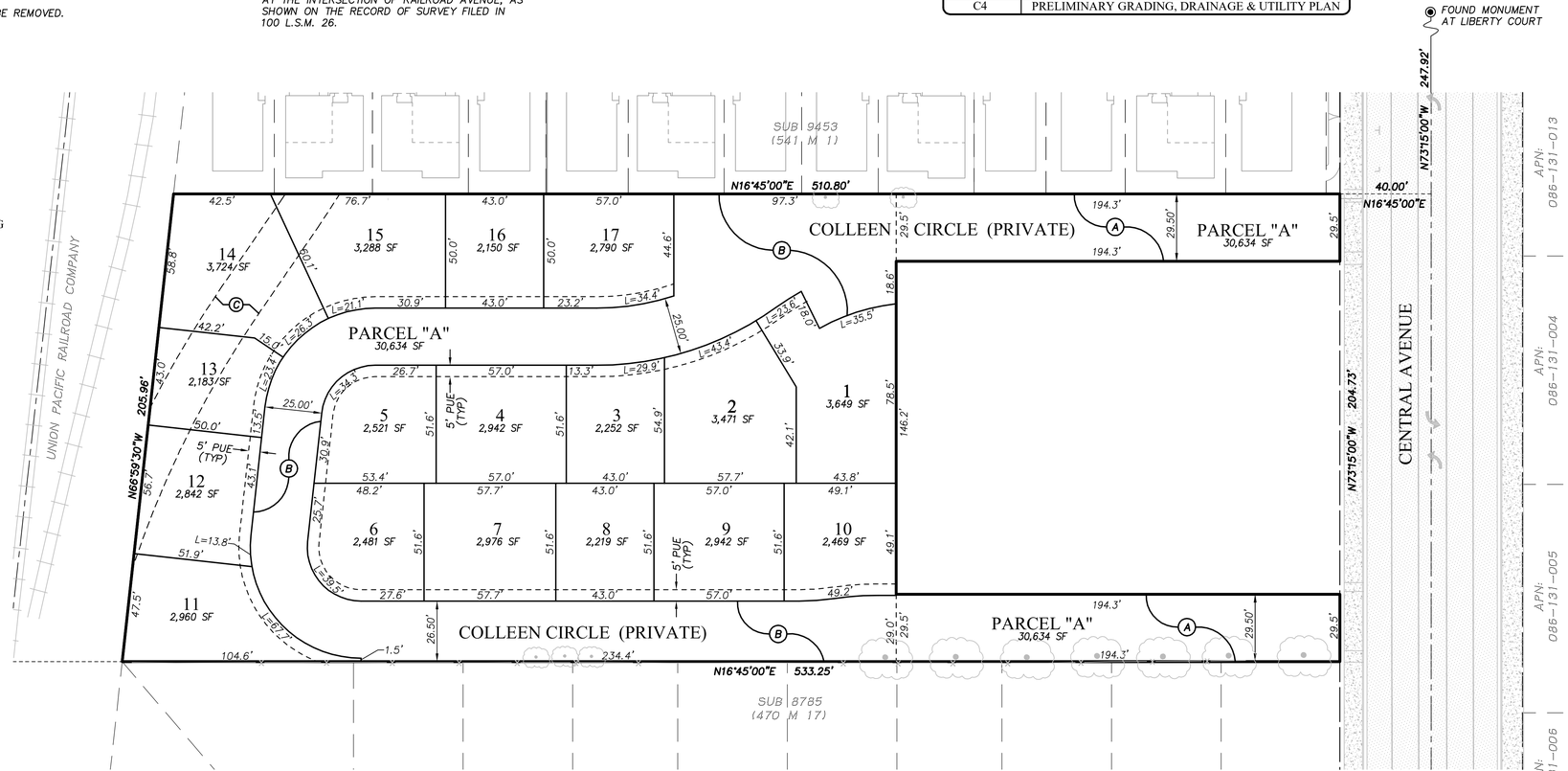
TRC
1920 OLD MIDDLEFIELD WAY
MOUNTAIN VIEW, CA 94043
(650) 967-2365

JOINT TRENCH DESIGN

LIGHTHOUSE DESIGN
1781 VINEYARD DRIVE, SUITE 212
ANTIOCH, CA 94509
(925) 757-4259

LANDSCAPE ARCHITECT

THOMAS BAAK & ASSOCIATES
1620 NORTH MAIN STREET, SUITE 4
WALNUT CREEK, CA 94596
(925) 933-2583



SITE PLAN
SCALE: 1"=30'

(A) DENOTES PAUE
(B) DENOTES EVAE, PUE, SSE, SDE, PAUE
(C) SPUR TRACK EASEMENT PER 815 OR 43 TO BE QUITCLAIMED

NOTES:
THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES DURING CONSTRUCTION.
CALL USA – 811 AT LEAST 48 HOURS BEFORE DIGGING. HAND DIG NEAR UNDERGROUND UTILITIES.

DIAL TOLL FREE
1 800 227 2600
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF NORTHERN CALIFORNIA

NOTE:
THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES DURING CONSTRUCTION.

LEGEND

- LOT BOUNDARY
- RIGHT–OF–WAY
- ADJACENT PROPERTY LINE
- NEW BUILDING
- EX. HOUSE
- EX. ASPHALT
- NEW CONCRETE
- NEW ASPHALT
- GRIND AND OVERLAY AREA
- 5% FINISHED GRADE SLOPE
- DIRECTION OF DRAINAGE FLOW
- EX. TREE
- STORM DRAIN LINE

ABBREVIATIONS

AB	–	AGGREGATE BASE
AC	–	ACRE
AD	–	AREA DRAIN
BO	–	BLOW–OFF
CB	–	CATCH BASIN
CONC	–	CONCRETE
COP	–	CITY OF PITTSBURG
DET	–	DETAIL
DU	–	DWELLING UNITS
ESMT	–	EASEMENT
EVAE	–	EMERGENCY VEHICLE ACCESS ESMT
EX	–	EXISTING
FF	–	FINISH FLOOR
FG	–	FINISH GRADE
FL	–	FLOW LINE ELEVATION
G	–	GRATE ELEVATION
GL	–	GARAGE LIP ELEVATION
HP	–	HIGH POINT
LF	–	LINEAR FEET
P	–	PAD
PAUE	–	PRIVATE ACCESS & UTILITY ESMT
PL	–	PROPERTY LINE
PSDE	–	PRIVATE STORM DRAIN EASEMENT
PUE	–	PUBLIC UTILITY EASEMENT
PVC	–	POLYVINYL CHLORIDE
R/W	–	RIGHT OF WAY
SD	–	STORM DRAIN
SDE	–	STORM DRAIN EASEMENT
SDWK	–	SIDEWALK
SF	–	SQUARE FEET
SO	–	SIDE OPENING
SS	–	SANITARY SEWER
SSCO	–	SANITARY SEWER CLEANOUT
SSE	–	SANITARY SEWER EASEMENT
STD	–	STANDARD
TC	–	TOP OF CURB
TW	–	TOP OF WALL
TYP	–	TYPICAL

817 Arnold Drive, Ste. 50
Martinez, CA 94553
Ph: (925) 476-8499
www.apexce.net
APEX CIVIL ENGINEERING & LAND SURVEYING

REVISIONS | NO. | BY | APP | DATE

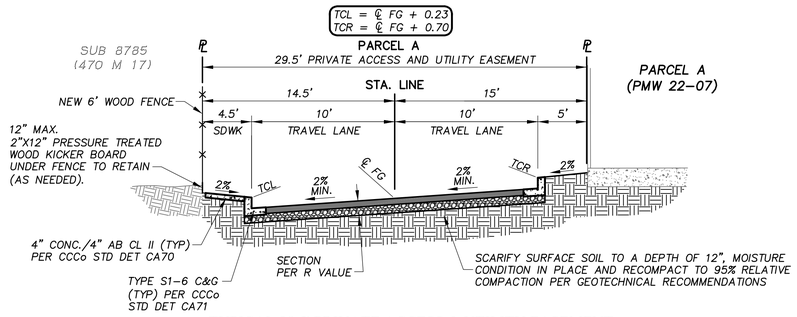
VESTING TENTATIVE MAP (SUB# 9550)
TITLE SHEET
"LIBERTY PHASE II"
360 CENTRAL AVENUE, PITTSBURG, CA

SHEET
C1

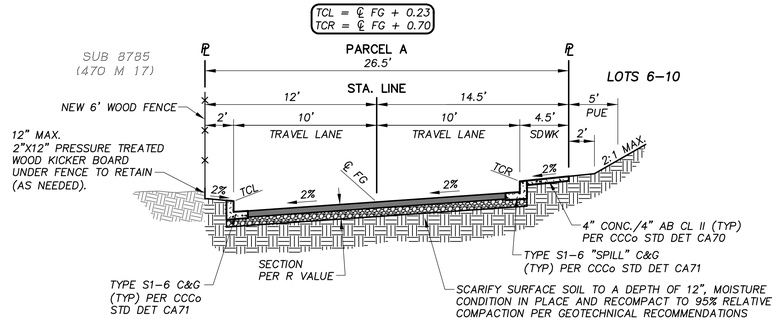
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08-02-2022

PROJECT #: 20079

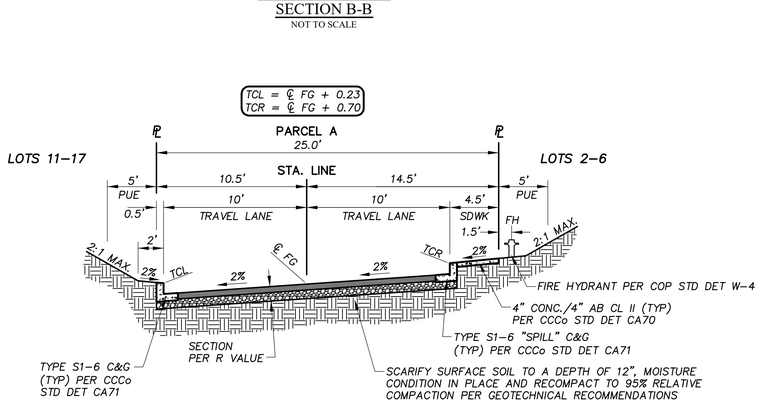
LIBERTY PHASE II ~ VESTING TENTATIVE MAP ~ 08-02-2022



TYPICAL 29.5' PRIVATE ACCESS & UTILITY EASEMENT
SECTION A-A
NOT TO SCALE

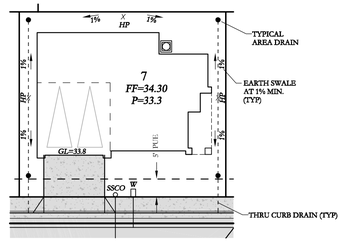


TYPICAL 26.5' STREET SECTION (PRIVATE)
COLLEEN CIRCLE
SECTION B-B
NOT TO SCALE



TYPICAL 25.0' STREET SECTION (PRIVATE)
COLLEEN CIRCLE
SECTION C-C
NOT TO SCALE

SOUNDWALL AND RETAINING WALL/SUBDRAIN DESIGN BY OTHERS. REFERENCE PLANS BY OTHERS

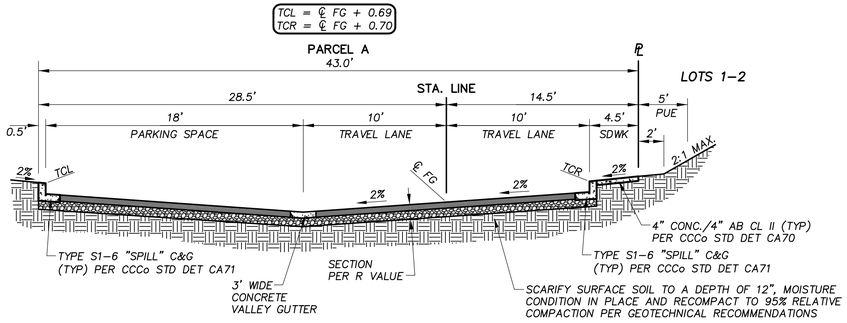


TYPICAL LOT DETAIL
NOT TO SCALE

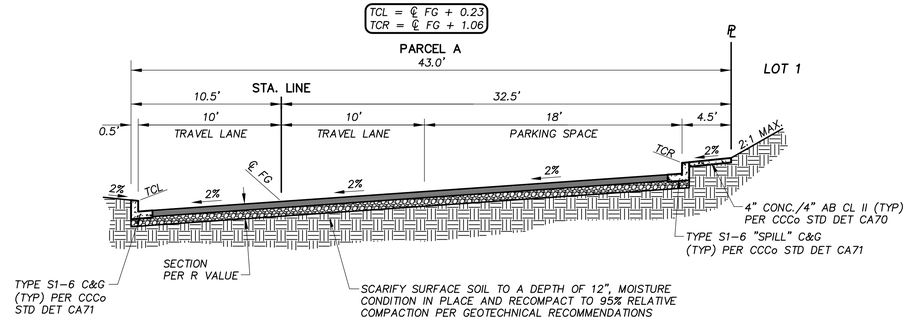
TYPICAL DRAINAGE CALCULATIONS

FF = PAD + 1.0'±
GL = FF − 0.5'
SIDE YARD HP = FF − 0.7'
AREA DRAINS = HP − 0.3' = PAD

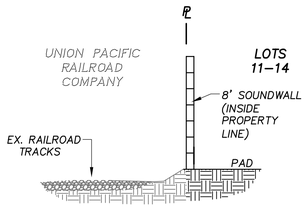
SPECIAL GRADING NOTE:
PER THE RECOMMENDATION OF THE SOILS ENGINEER, FINISHED GRADE SLOPES MUST PROVIDE AT LEAST 3 TO 5 PERCENT WITHIN 5 FEET OF THE EXTERIOR WALLS AT RIGHT ANGLES TO THEM TO ALLOW SURFACE WATER TO DRAIN POSITIVELY AWAY FROM THE STRUCTURES. ALSO, ALL DRAINAGE SWALES SHALL BE GRADED TO A MINIMUM SLOPE OF 1% IN THE DIRECTION OF DRAINAGE.



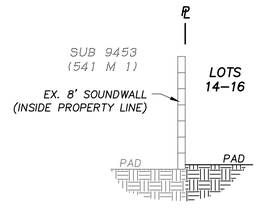
TYPICAL STREET SECTION WITH PARKING (PRIVATE)
COLLEEN CIRCLE
SECTION D-D
NOT TO SCALE



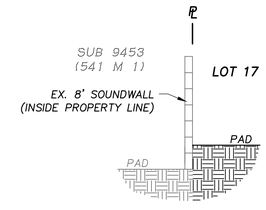
TYPICAL STREET SECTION WITH PARKING (PRIVATE)
COLLEEN CIRCLE
SECTION E-E
NOT TO SCALE



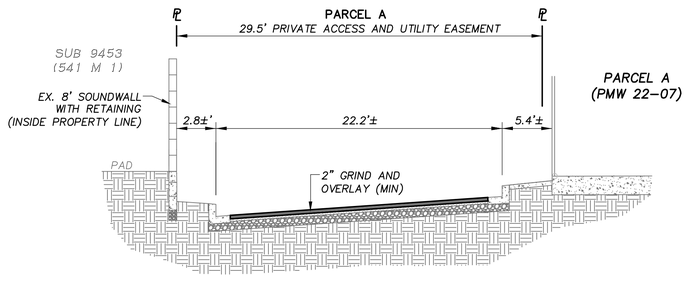
SECTION F-F
NOT TO SCALE



SECTION G-G
NOT TO SCALE



SECTION H-H
NOT TO SCALE



TYPICAL 29.5' PRIVATE ACCESS & UTILITY EASEMENT
SECTION I-I
NOT TO SCALE

CONCRETE SECTIONS

DESCRIPTION	CONC	AB	REBAR
CONCRETE DRIVEWAYS	6.0"	6.0"	#3 BARS @ 18" O.C. BOTH WAYS

REFER TO STRUCTURAL DESIGN SPECIFICATIONS AND DETAILS BY OTHERS.

SUBGRADE SOILS SHALL BE PREPARED PER THE RECOMMENDATIONS OUTLINED IN THE GEOTECHNICAL RECOMMENDATIONS, DATED JANUARY 25, 2019.

STRUCTURAL PAVEMENT SECTIONS

STREET NAME	R-VALUE	TI	AC	AB	ASB
COLLEEN CIRCLE	5	5	3"	10"	---

*****FINAL STRUCTURAL SECTION SHALL BE BASED ON ACTUAL R-VALUE TESTS TAKEN DURING CONSTRUCTION. ONCE THE R-VALUE TESTING HAS BEEN PERFORMED, DEVELOPER SHALL PROVIDE ONE (1) SET OF STREET ROAD DESIGN CALCULATIONS AND RECOMMENDATIONS WITH AN APPROPRIATE TABLE FOR THE STRUCTURAL DESIGN OF EACH ROAD. ONCE RECEIVED, THE CITY WILL EVALUATE THE PROPOSED DESIGN SECTION AND APPROVE THOSE THAT ARE SATISFACTORY. THE CONTRACTOR SHALL NOT BEGIN PLACING ANY COMPONENTS OF A STREET STRUCTURAL SECTION BEFORE IT IS APPROVED BY THE CITY.***

REGISTERED PROFESSIONAL ENGINEER · KIMBERLY A. CAY · NO. 78203 · CIVIL · STATE OF CALIFORNIA

817 Arnold Drive, Ste. 50
Martinez, CA 94553
Ph: (925) 476-8499
www.apexce.net

APEX
CIVIL ENGINEERING & LAND SURVEYING

NO.	REVISIONS	BY	APP	DATE

VESTING TENTATIVE MAP (SUB# 9550)
SECTIONS & DETAILS
"LIBERTY PHASE II"
360 CENTRAL AVENUE, PITTSBURG, CA

SHEET
C2

DATE
08-02-2022

PROJECT #: 20079

TOPOGRAPHIC SURVEY & DEMOLITION PLAN

"LIBERTY PHASE II"

SUBDIVISION 9550

CITY OF PITTSBURG
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

GENERAL DEMOLITION NOTES:

1. *DEMOLITION PERMIT IS REQUIRED PRIOR TO COMMENCEMENT OF DEMOLITION. A COPY OF THE DEMOLITION PERMIT IS REQUIRED TO BE ON SITE AT ALL TIMES.*
2. *NOISE–PRODUCING CONSTRUCTION ACTIVITY (INCLUDING PLAYING OF RADIO OR MUSIC) AND GRADING OPERATION SHALL BE LIMITED TO WEEKDAYS (MONDAY THROUGH FRIDAY) EXCEPT CITY HOLIDAYS AND FROM THE HOURS OF 7:00AM TO 5:00PM, SATURDAY AND SUNDAY; NONE, AND SHALL BE PROHIBITED ON STATE AND FEDERAL HOLIDAYS. ALL EQUIPMENT SHALL BE ADEQUATELY MUFFLED AND MAINTAINED. NO CHANGES SHALL BE ALLOWED WITHOUT PRIOR WRITTEN CONSENT OF THE CITY. ALL REQUESTS FOR CHANGES MUST BE MADE A MINIMUM OF 72 HOURS PRIOR TO THE REQUEST FOR CHANGE.*
3. *THE CONSTRUCTION CONTRACTOR AGREES, THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND DEFEND, INDEMNIFY AND HOLD THE DESIGN PROFESSIONAL AND CITY HARMLESS FROM ANY AND ALL LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.*
4. *THE CONTRACTOR SHALL PROVIDE EMERGENCY TELEPHONE NUMBERS FOR PUBLIC WORKS, AMBULANCE, POLICE, AND FIRE DEPARTMENTS AT THE JOB SITE.*
5. *THE CONTRACTOR SHALL CONTROL DUST BY WATERING EXPOSED SURFACES AS NEEDED. INCREASED WATERING SHALL BE REQUIRED WHEN WIND SPEEDS EXCEED 10 MPH.*
6. *THE PROJECT APPLICANT SHALL SWEEP STREETS DAILY, OR AS NECESSARY, WITH WATER SWEEPERS IF VISIBLE SOIL MATERIAL IS CARRIED ONTO ADJACENT PUBLIC STREETS.*
7. *THE CONTRACTOR SHALL PROVIDE TEMPORARY CONSTRUCTION DRIVES TO PREVENT THE TRACKING OF SOIL, DUST, MUD, OR CONSTRUCTION DEBRIS ON PUBLIC STREETS.*
8. *MUD TRACKED ONTO STREETS OR ADJACENT PROPERTIES SHALL BE REMOVED IMMEDIATELY, STREET SHALL BE SWEPT WITH A POWER SWEEPER (NOT PRESSURE WASHED) AS DIRECTED BY THE CITY.*

GRAPHIC SCALE
20 10 0 20
(IN FEET)
1 inch = 20 ft.

BENCHMARK

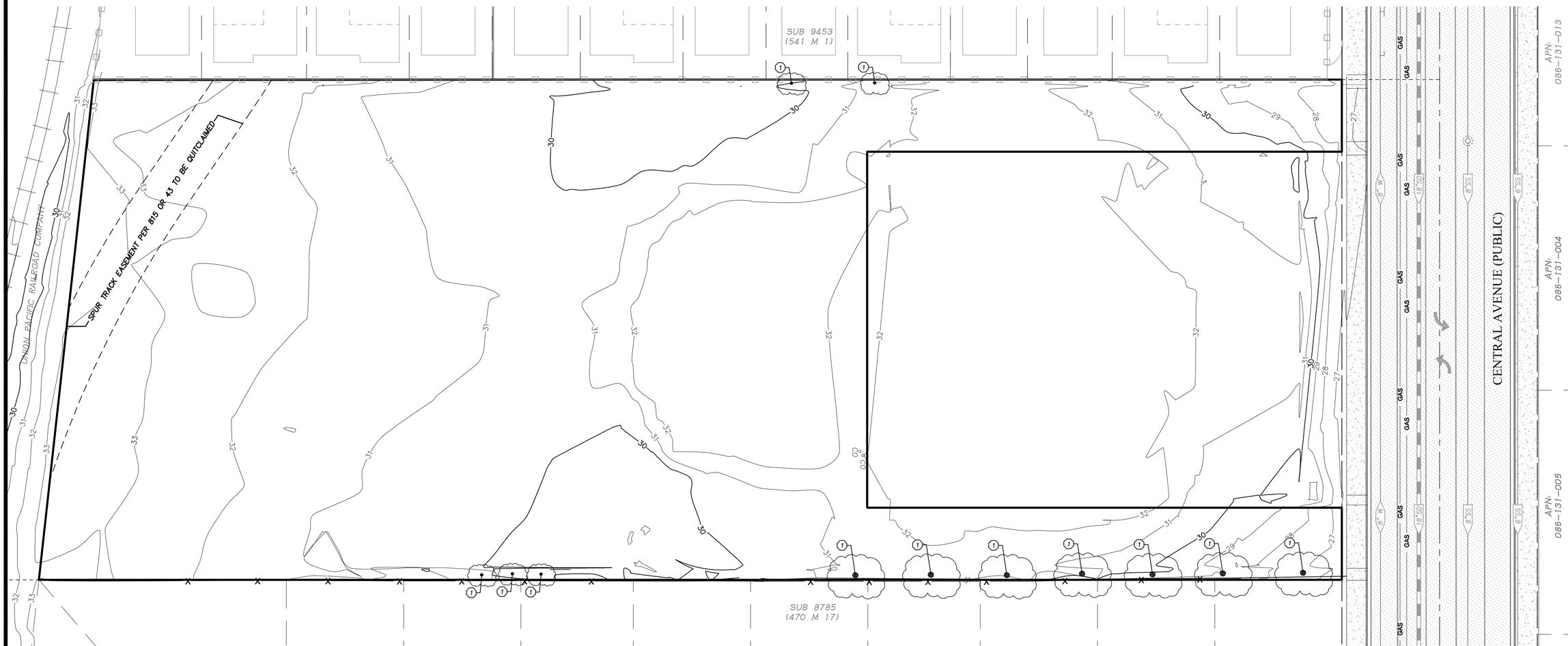
TIDAL–4 (PID JS1881) BRASS DISK IN TOP OF CONCRETE STEP LEADING TO BASEMENT AT OLD POST OFFICE BUILDING ON RAILROAD AVENUE.
ELEV=22.27 (NGVD 29)

BASIS OF BEARINGS

THE BEARING TAKEN OF SOUTH 73°14'26" EAST, BETWEEN THE FOUND MONUMENT ON CENTRAL AVE., AT THE INTERSECTION OF RAILROAD AVENUE, AS SHOWN ON THE RECORD OF SURVEY FILED IN 100 L.S.M. 26.

DEMOLITION KEY LEGEND

(1) *EXISTING TREE/BUSH TO BE REMOVED*



817 Arnold Drive, Ste. 50
Martinez, CA 94553
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APEX
CIVIL ENGINEERING & LAND SURVEYING

REGISTERED PROFESSIONAL ENGINEER · VIZCAY · NO. 78203 CIVIL · STATE OF CALIFORNIA

NO.	REVISIONS	BY	APP	DATE

VESTING TENTATIVE MAP (SUB# 9550)
TOPOGRAPHIC SURVEY & DEMOLITION PLAN
"LIBERTY PHASE II"
360 CENTRAL AVENUE, PITTSBURG, CA

SHEET
C3

DATE
08-02-2022

PROJECT #: 20079

PRELIMINARY GRADING, DRAINAGE & UTILITY PLAN

"LIBERTY PHASE II"

SUBDIVISION 9550

CITY OF PITTSBURG
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

DRAINAGE SYSTEM SUMMARY

STRUCTURE #	GRATE ELEVATION	FLOW LINE ELEVATION
CB-1	TC 28.56	12"FL 26.33 IN EX.12"FL 26.33 OUT
CB-2	TC 31.80	10"FL 27.14 IN 12"FL 27.14 OUT
CB-3	G 31.5	10"FL 27.28 THRU
CB-4	G 31.8	10"FL 27.35 THRU
CB-5	G 32.0	10"FL 27.49 OUT
EX.CB	TC 29.15	EX.12"FL 26.82 THRU
CB-6	TC 32.11	EX.12"FL 27.10 OUT

SEWER SYSTEM SUMMARY

STRUCTURE #	RIM ELEVATION	FLOW LINE ELEVATION
SSMH-1	26.02±	8"FL 17.23 IN EX. 8"FL 16.98 THRU
SSMH-2	31.55±	8"FL 23.58 THRU
SSMH-3	32.60±	8"FL 25.40 IN 8"FL 25.23 OUT
SSMH-4	32.88±	8"FL 25.88 OUT
EX.SSMH	26.80±	8"FL 18.00 IN EX. 8"FL 17.75 THRU
SSMH-5	32.16±	8"FL 24.29 IN 8"FL 24.12 OUT
SSMH-6	33.14±	8"FL 26.14 OUT

NOTES

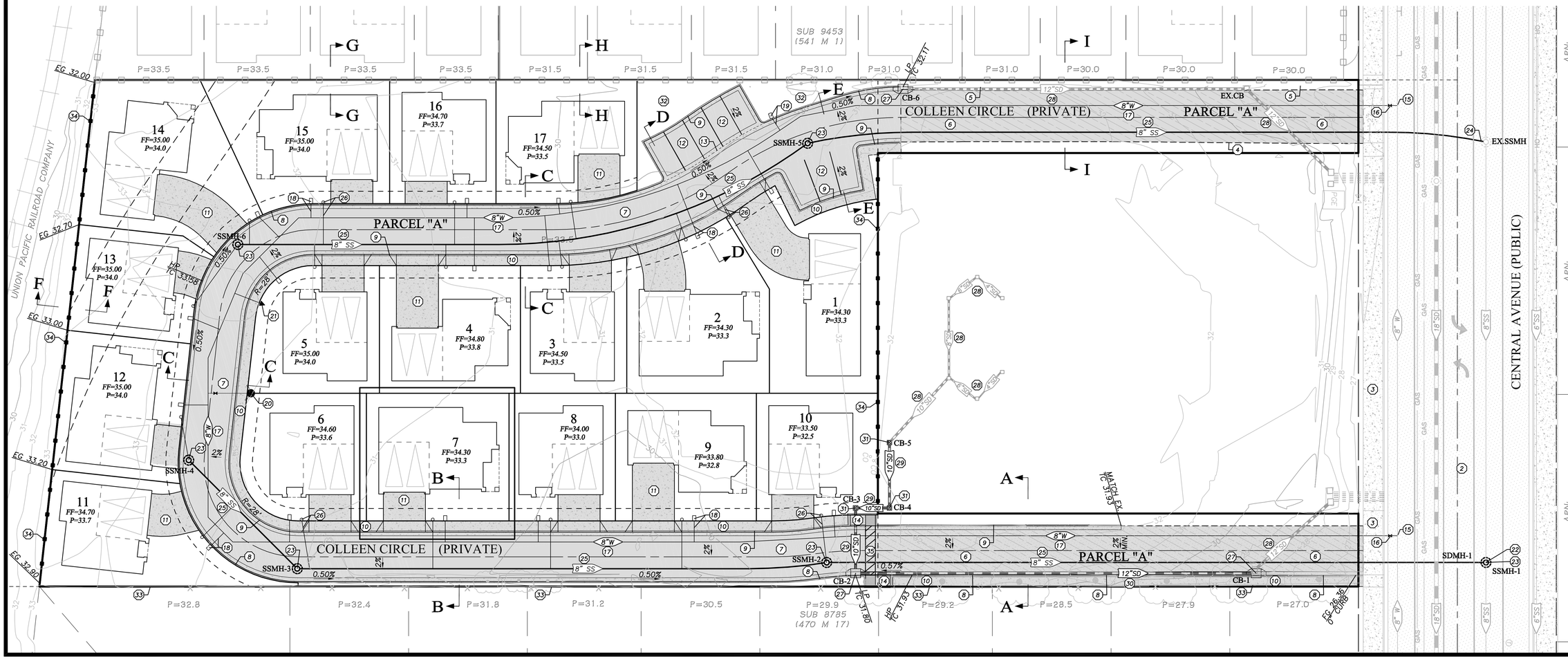
1. *WATER MAINS, METERS AND LATERALS SHALL BE PER CITY OF PITTSBURG STANDARDS.*
2. *SEWER MAINS AND MANHOLES SHALL BE INSTALLED PER CENTRAL CONTRA COSTA SANITARY DISTRICT (CCCSD) STANDARDS & SPECIFICATIONS.*
3. *STORM DRAIN PIPES SHALL BE ADS N-12 (WT) OR EQUAL.*
4. *ROADWAYS SHALL BE CAPABLE OF SUPPORTING A 75,000 LB. GROSS VEHICLE WEIGHT.*
5. *CONTRACTOR SHALL USE EXTREME CAUTION DURING CONSTRUCTION AND AROUND EXISTING UTILITIES ON-SITE AND IN CENTRAL AVENUE.*
6. *UTILITY TRENCHING PER IN CENTRAL AVENUE SHALL BE PER CITY OF PITTSBURG STANDARD DETAIL R-5.*
7. *EXISTING STRIPING ALONG CENTRAL AVENUE TO REMAIN. IF STRIPING IS REMOVED AS A RESULT OF UTILITY TRENCHING, IT SHALL BE REPLACED IN LIKE KIND.*
8. *PAINT ALL CURBS RED ON COLLEEN CIRCLE, EXCLUDING DRIVEWAY APRONS.*
9. *THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES DURING CONSTRUCTION. CALL USA - 811 AT LEAST 48 HOURS BEFORE DIGGING. HAND DIG NEAR UNDERGROUND UTILITIES.*

GRAPHIC SCALE
20 10 0 20
(IN FEET)
1 inch = 20 ft.

SECTIONS NOTE:
REFER TO SHEET C2
FOR ALL SECTIONS

KEY LEGEND

1. *EXISTING BUILDING TO REMAIN*
2. *EXISTING PAVEMENT TO REMAIN*
3. *EXISTING CONCRETE TO REMAIN*
4. *GRINDING LIMIT LINE (TYP)*
5. *EXISTING CONCRETE CURB TO REMAIN*
6. *GRIND AND OVERLAY (2" MIN) ASPHALT TO DRAIN PER PLAN*
7. *ASPHALT PAVEMENT. SECTION PER SOILS ENGINEER'S RECOMMENDATIONS*
8. *TYPE S1-6 CURB & GUTTER PER CCCo STD DET CA71*
9. *TYPE S1-6 CURB & "SPILL" GUTTER PER CCCo STD DET CA71*
10. *4.5' SIDEWALK (FROM FC) PER CCCo STD DET CA70*
11. *CONCRETE DRIVEWAY (TYP). SECTION PER TABLE ON SHEET C2*
12. *9'x18' GUEST PARKING SPACE (TYP)*
13. *3' WIDE CONCRETE VALLEY GUTTER*
14. *ADA (TYPE C) CURB RAMP PER CCCo STD DET CA75*
15. *TAP TO EX. 8" WATER MAIN IN CENTRAL AVENUE*
16. *INSTALL 8" GATE VALVE*
17. *8" WATER MAIN*
18. *WATER LATERAL AND METER (TYP) PER COP STD DET W-5*
19. *IRRIGATION METER. LATERAL AND METER PER COP STD DET W-5*
20. *RESIDENTIAL FIRE HYDRANT PER COP STD DET W-4*
21. *1" AIR RELEASE VALVE*
22. *INSTALL SANITARY SEWER MANHOLE OVER EX. 8" SANITARY SEWER IN CENTRAL AVE*
23. *SANITARY SEWER MANHOLE PER CCCSD DWG-1*
24. *CONNECT TO EX. SANITARY SEWER MANHOLE WITH LINK SEAL*
25. *8" SS MAIN AT S=0.0077 (MIN)*
26. *4" SANITARY SEWER LATERAL (2% MIN) & CLEANOUT (TYP) PER COP STD DET S-2*
27. *INSTALL TYPE "A" CATCH BASIN PER CCCo STD DET CD20*
28. *EXISTING STORM DRAIN LINE TO REMAIN*
29. *10" HDPE STORM DRAIN PIPE @ 0.5% MIN.*
30. *12" HDPE STORM DRAIN PIPE @ 0.5% MIN.*
31. *INSTALL CATCH BASIN (CHRISTY V12 OR EQUAL)*
32. *COMMON LANDSCAPE AREA*
33. *EXISTING FENCE TO BE REPLACED AS NEEDED*
34. *8' HIGH PROTO-II SOUNDWALL (OR EQUAL)*
35. *4' WIDE STRIPED CROSSWALK*



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REVISIONS

NO.	DATE	BY	APP

VESTING TENTATIVE MAP (SUB# 9550)
PRELIMINARY GRADING, DRAINAGE & UTILITY PLAN
"LIBERTY PHASE II"
360 CENTRAL AVENUE, PITTSBURG, CA

SHEET
C4

DATE
08-02-2022

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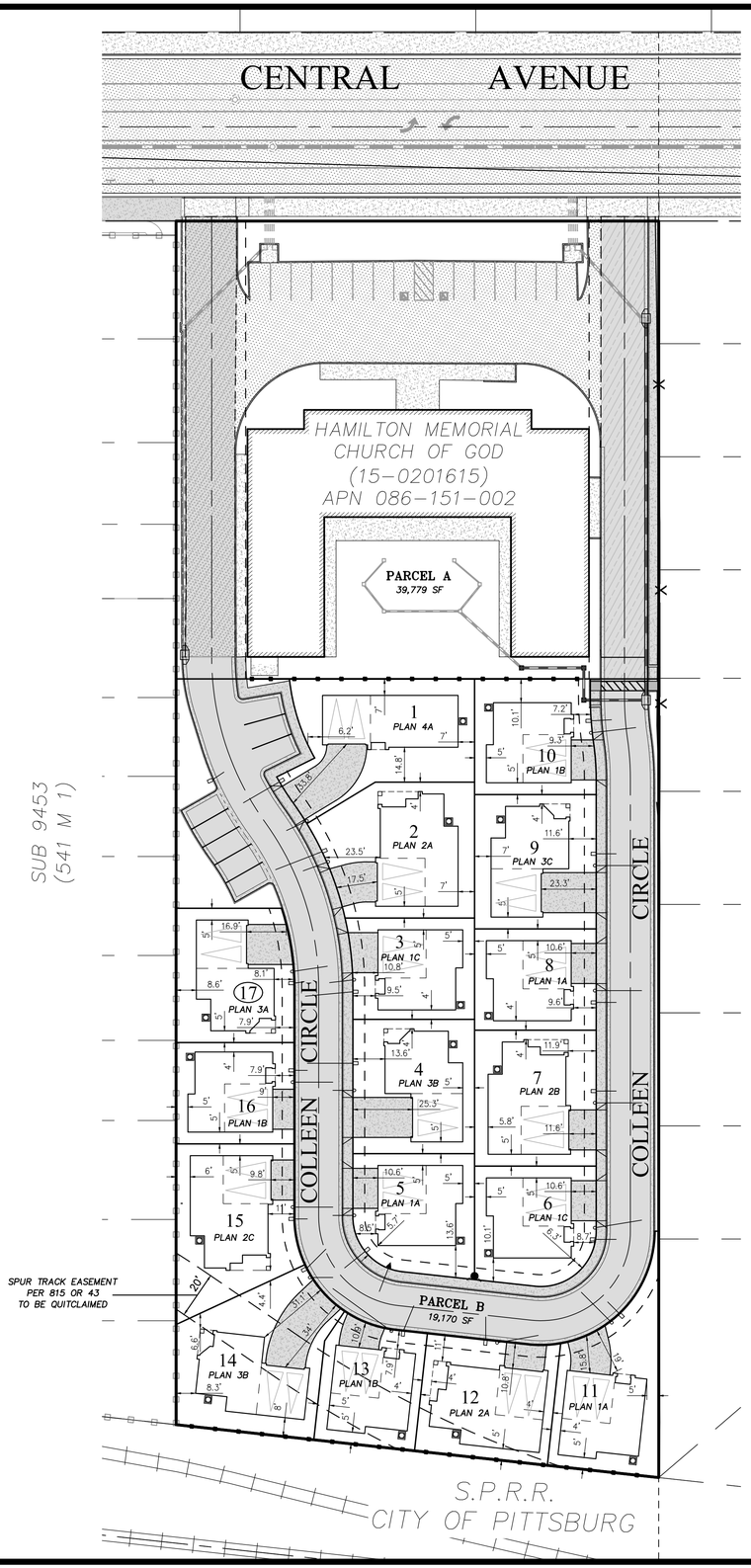


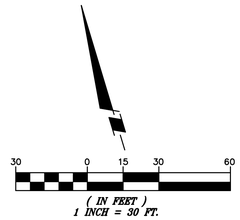

LIBERTY II
PITTSBURG, CA

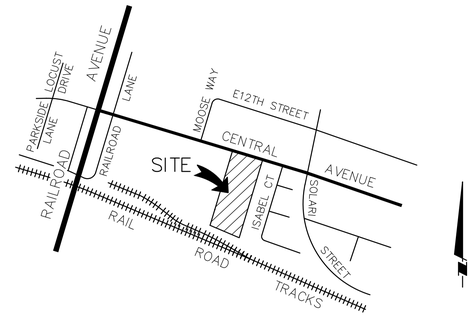
DESIGN REVIEW BOOKLET INCLUDES:

△1 **07/06/22 PLANNING REVISION**
AFFECTED SHEETS INDICATE DELTA 1 NOTE

LIBERTY II
PITTSBURG, CA
DISCOVERY
DESIGN
GROUP, LLC
Discovery Builders Inc.
Date 10/15/21







VICINITY MAP
NOT TO SCALE

DISTRIBUTION TABLE

PLAN#	1 TWO STORY	2 TWO STORY	3 TWO STORY	4 TWO STORY	
	PLAN 1	PLAN 2	PLAN 3	PLAN 4	
COUNT	8	4	4	1	TOTAL HOMES: 17
PERCENT	47.1%	23.5%	23.5%	5.9%	TOTAL PERCENT: 100.0%

LIBERTY PHASE II - MASTER PLOTTING PLAN

PITTSBURG , CA

DISCOVERY
DESIGN
GROUP

July 7, 2021

1 07/06/22 PLANNING REVISION



Elevation A



Elevation C

MATERIAL LEGEND

A VILLA CONCRETE TILE ROOFING
GABLE ROOFS
STUCCO BODY
STUCCO TRIM
STUCCO/FOAM CORBEL
SIMULATED STONE/BRICK VENEER
ROLL-UP GARAGE DOORS W/ OPT. WINDOW LITES

B FLAT CONCRETE TILE ROOFING
GABLE ROOFS
STUCCO BODY
STUCCO TRIM
STUCCO/FOAM CORBEL
BOARD AND BATTEN
SIMULATED STONE VENEER
ROLL-UP GARAGE DOORS W/ OPT. WINDOW LITES

C FLAT CONCRETE TILE ROOFING
GABLE ROOFS
STUCCO BODY
STUCCO TRIM
STUCCO/FOAM CORBEL
MOCK WOOD SHUTTERS
LAP SIDING
ROLL-UP GARAGE DOORS W/ OPT. WINDOW LITES

GENERAL NOTES:

1. ALL EXPOSED PORTIONS OF BUILDING FOUNDATIONS SHALL BE PAINTED THE MAIN 'BODY' COLOR
2. ALL ROOF VENTS SHALL BE PAINTED THE SAME COLOR AS ROOFING MATERIAL TO WHICH THEY ARE ADJACENT. DOWNSPOUTS, SIDE VENTS, AND ATTACHED UTILITY BOXES SHALL BE PAINTED THE SAME COLOR OR COLORS AS THE SURFACE OR SURFACES TO WHICH THEY ARE ADJACENT.



Elevation B

Plan 1
Front Elevations

0 2 4 6 8 16

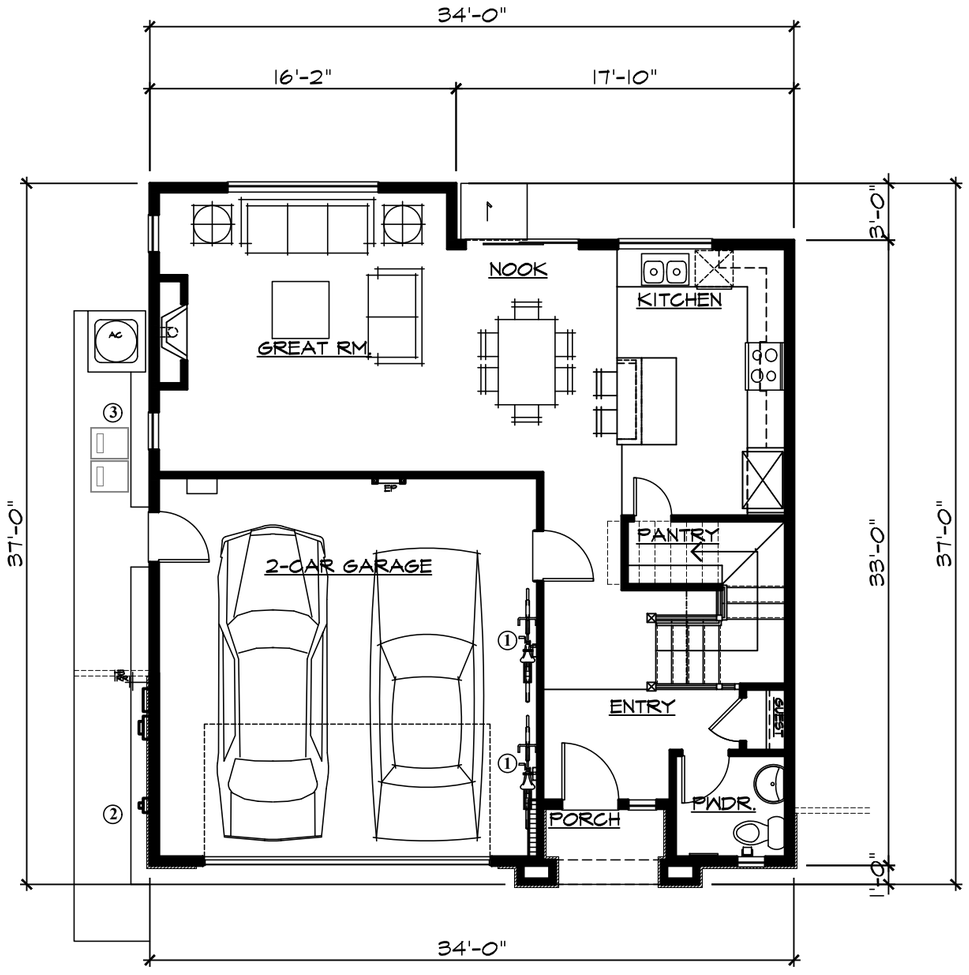
LIBERTY II

PITTSBURG, CA

DISCOVERY DESIGN GROUP, LLC

Discovery Builders Inc.

D a t e 10/15/21



Plan Notes:

1. Wall-mounted bicycle storage
2. Concrete pathway
3. Concrete trash pad (7' min.)

Plan 1

3 BEDROOMS
2-1/2 BATHS
LOFT OR OPT. BEDROOM 4

SQUARE FOOTAGE	
FIRST FLOOR	731 SF
SECOND FLOOR	1083 SF
TOTAL LIVING AREA	1814 SF
GARAGE	419 SF
PORCH	29 SF
FOOTPRINT	1179 SF

First Floor Plan

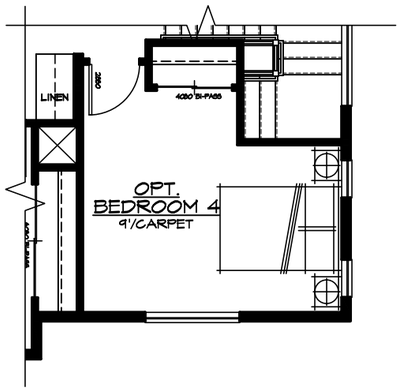
0 2 4 6 8 16

LIBERTY II

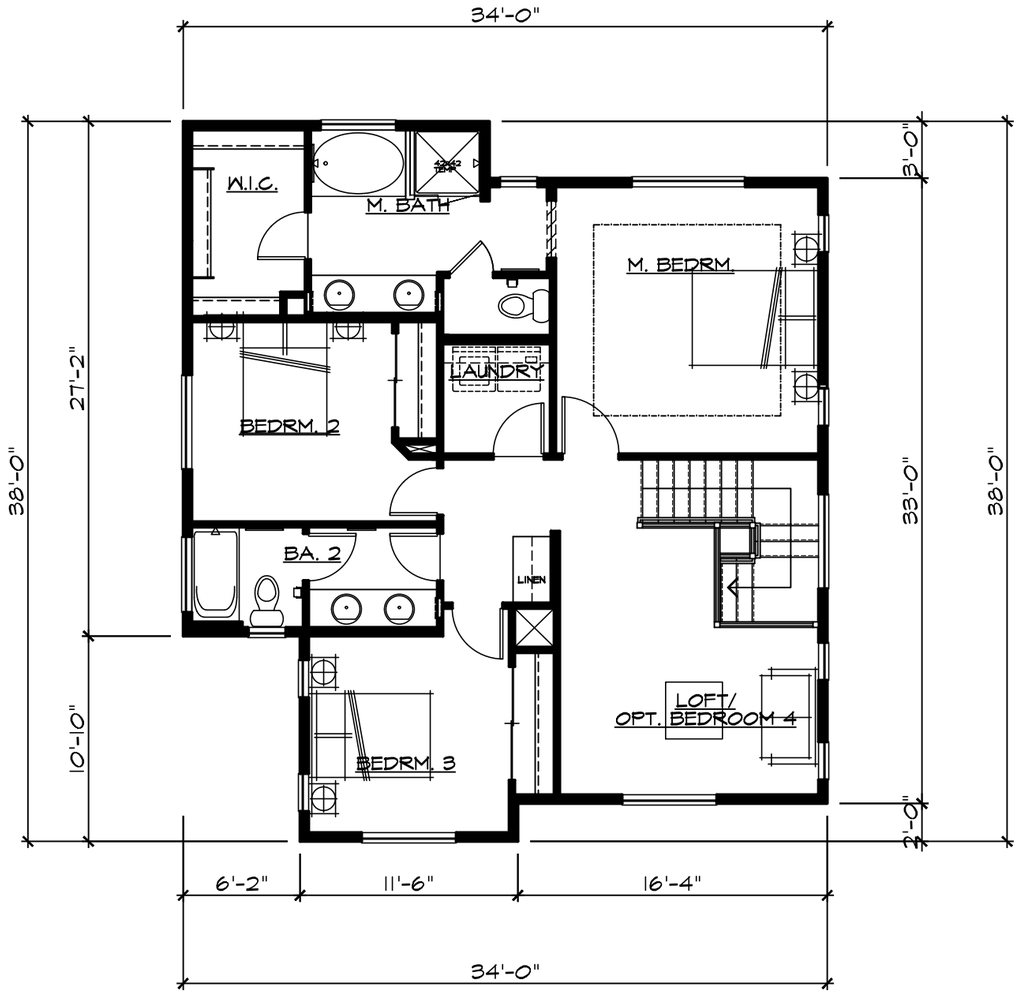
PITTSBURG, CA

DISCOVERY
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D a t e 10/15/21



Opt. Bedrm. 4



Plan 1

3 BEDROOMS
2-1/2 BATHS
LOFT OR OPT. BEDROOM 4

SQUARE FOOTAGE	
FIRST FLOOR	731 SF
SECOND FLOOR	1083 SF
TOTAL LIVING AREA	1814 SF
GARAGE	419 SF
PORCH	29 SF
FOOTPRINT	1179 SF

Second Floor Plan

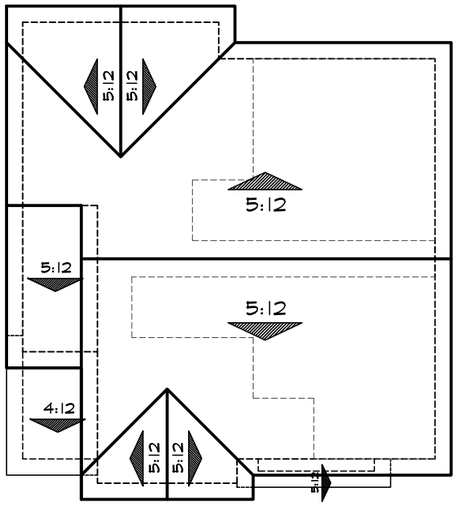
0 2 4 6 8 16

LIBERTY II

PITTSBURG, CA

DISCOVERY
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D a t e 10/15/21



SOLAR ZONE READY:

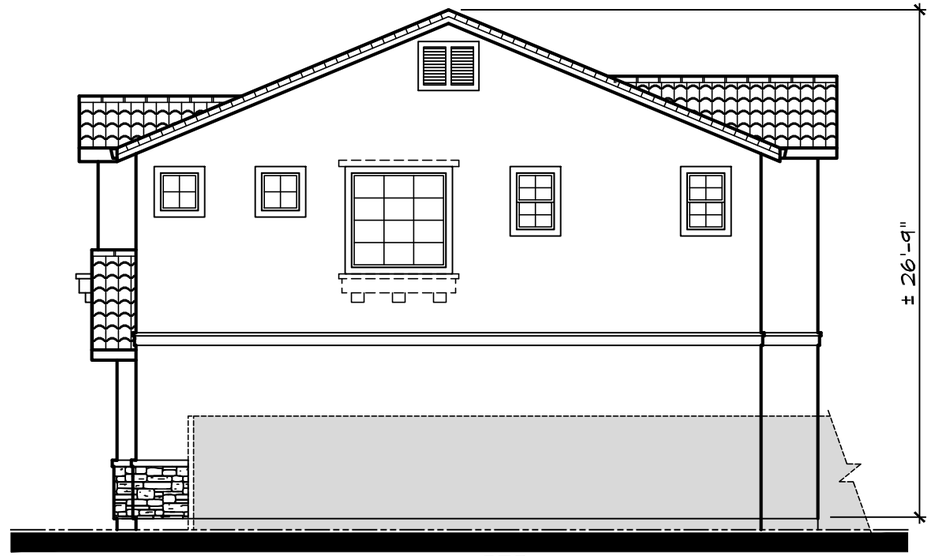
REFER TO SECTION 110.10 IN THE 2016 CALIFORNIA ENERGY CODE FOR MANDATORY REQUIREMENTS FOR SINGLE-FAMILY RESIDENCES AND MINIMUM SOLAR ZONE.

NOTES:
1. NO ROOF PLUMBING OR MECHANICAL PENETRATION IN THIS AREA.
2. ALL SECTIONS OF THE SOLAR ZONE LOCATED ON STEEP-SLOPED ROOFS SHALL BE ORIENTED BETWEEN 110 DEGREES AND 270 DEGREES OF TRUE NORTH, CEC SECTION 110.10(b)2.
3. SOLAR PANELS WILL BE INSTALLED UNDER A SEPARATE PERMIT.

5'x5' MIN. — DENOTES SOLAR PANELS

Roof Plan 'A'

0 2 4 6 8 16



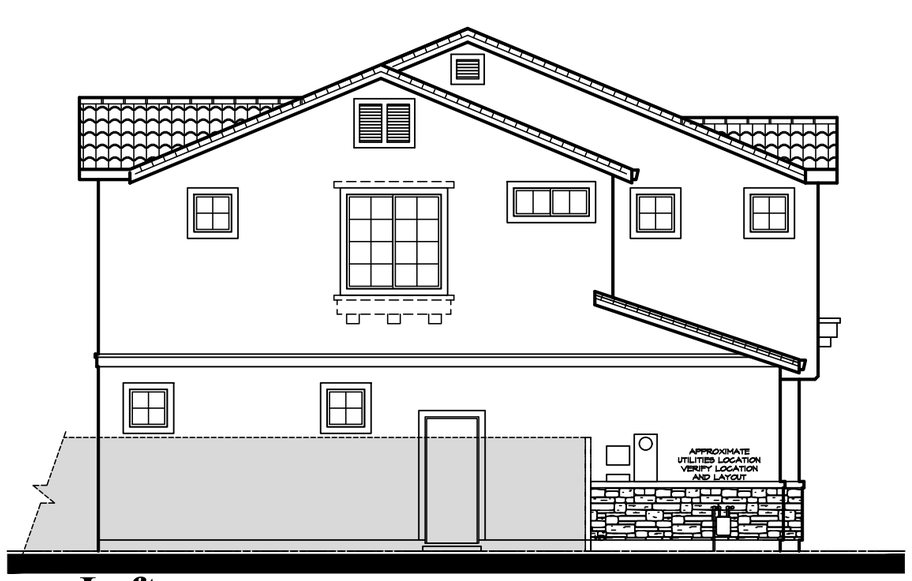
Right

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW



Rear

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW



Left

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

Plan 1
Elevations - 'A'

0 2 4 6 8 16

LIBERTY II

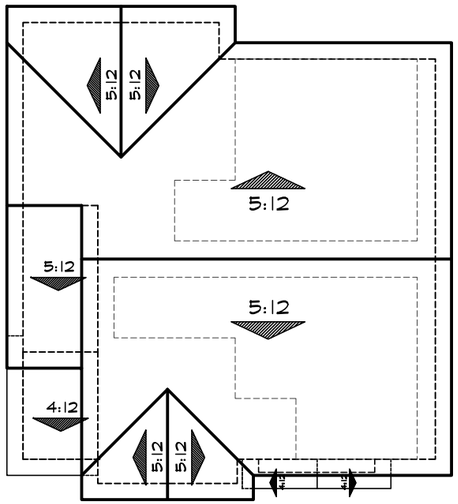
PITTSBURG, CA

DISCOVERY DESIGN GROUP, LLC

Discovery Builders Inc.

Date 10/15/21

1 07/06/22 PLANNING REVISION



SOLAR ZONE READY:

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3. SOLAR PANELS WILL BE INSTALLED UNDER A SEPARATE PERMIT.

5'x5' MIN. — DENOTES SOLAR PANELS

Roof Plan 'B'

0 2 4 6 8 16



Right

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW



Rear

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW



Left

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

Plan 1
Elevations - 'B'

0 2 4 6 8 16

LIBERTY II

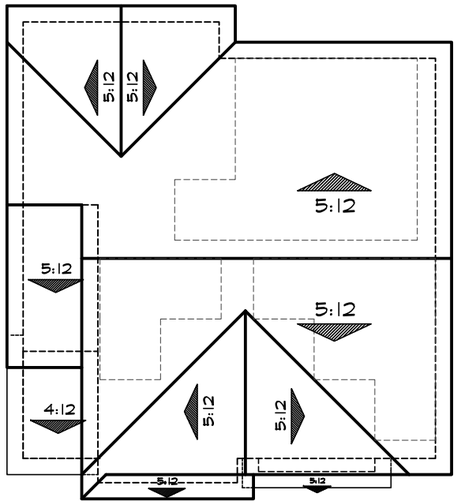
PITTSBURG, CA

DISCOVERY DESIGN GROUP, LLC

Discovery Builders Inc.

Date 10/15/21

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3. SOLAR PANELS WILL BE INSTALLED UNDER A SEPARATE PERMIT.

5'x5' MIN. — DENOTES SOLAR PANELS

Roof Plan 'C'

0 2 4 6 8 16



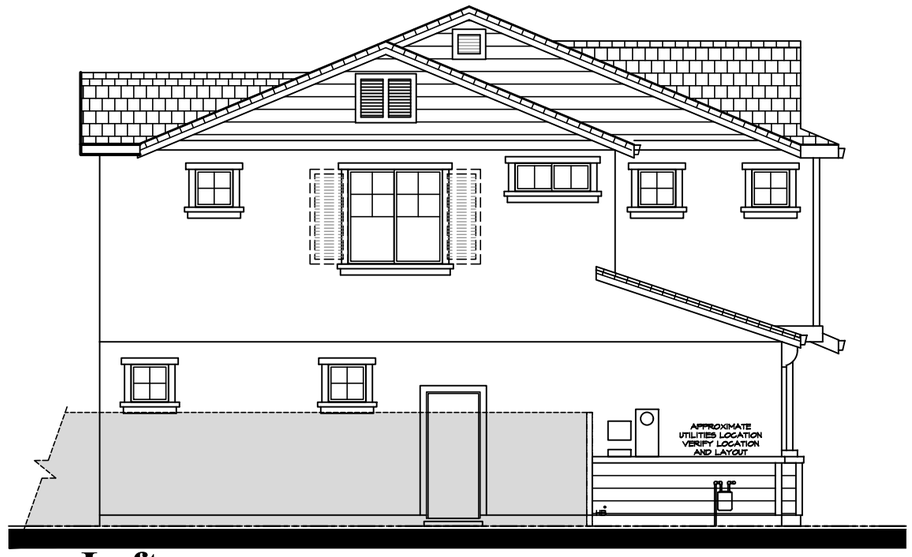
Right

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW



Rear

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW



Left

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

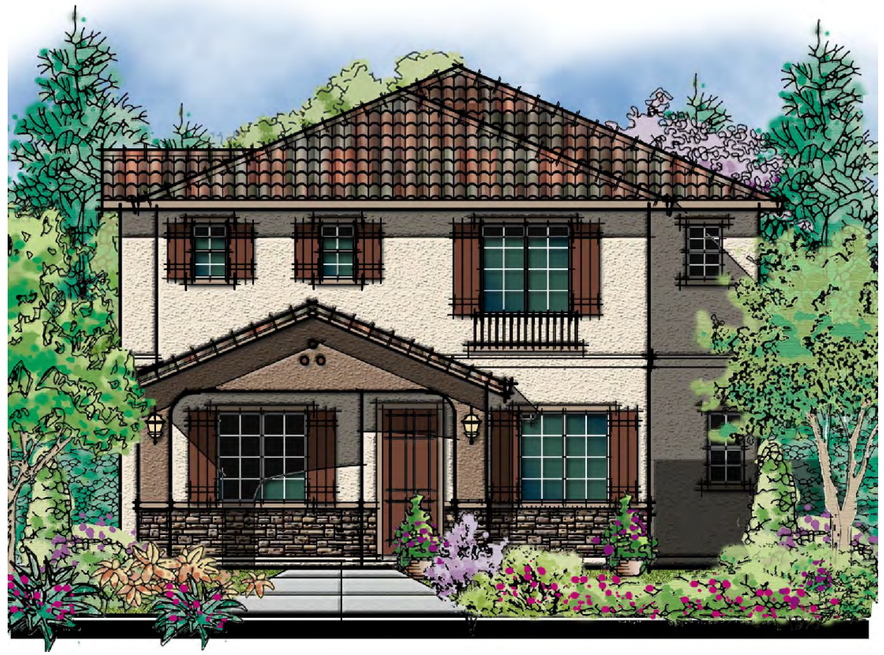
Plan 1
Elevations - 'C'

0 2 4 6 8 16

LIBERTY II
PITTSBURG, CA

DISCOVERY DESIGN GROUP, LLC

Discovery Builders Inc.
D a t e 10/15/21
1 07/06/22 PLANNING REVISION



Elevation A



Elevation C

MATERIAL LEGEND

A VILLA CONCRETE TILE ROOFING
GABLE & HIP ROOFS
STUCCO BODY
STUCCO TRIM
MOCK VENTS
MOCK WOOD SHUTTERS
SIMULATED BRICK VENEER
WROUGHT IRON DETAIL
ROLL-UP GARAGE DOORS W/ OPT. WINDOW LITES

B FLAT CONCRETE TILE ROOFING
GABLE & HIP ROOFS
STUCCO BODY
STUCCO TRIM
STUCCO/FOAM CORBEL
MOCK VENTS
BOARD AND BATTEN
SIMULATED STONE VENEER
ROLL-UP GARAGE DOORS W/ OPT. WINDOW LITES

C FLAT CONCRETE TILE ROOFING
GABLE & HIP ROOFS
STUCCO BODY
STUCCO TRIM
STUCCO/FOAM CORBEL
MOCK VENTS
MOCK WOOD SHUTTERS
LAP SIDING
ROLL-UP GARAGE DOORS W/ OPT. WINDOW LITES

GENERAL NOTES:

1. ALL EXPOSED PORTIONS OF BUILDING FOUNDATIONS SHALL BE PAINTED THE MAIN 'BODY' COLOR
2. ALL ROOF VENTS SHALL BE PAINTED THE SAME COLOR AS ROOFING MATERIAL TO WHICH THEY ARE ADJACENT. DOWNSPOUTS, SIDE VENTS, AND ATTACHED UTILITY BOXES SHALL BE PAINTED THE SAME COLOR OR COLORS AS THE SURFACE OR SURFACES TO WHICH THEY ARE ADJACENT.



Elevation B

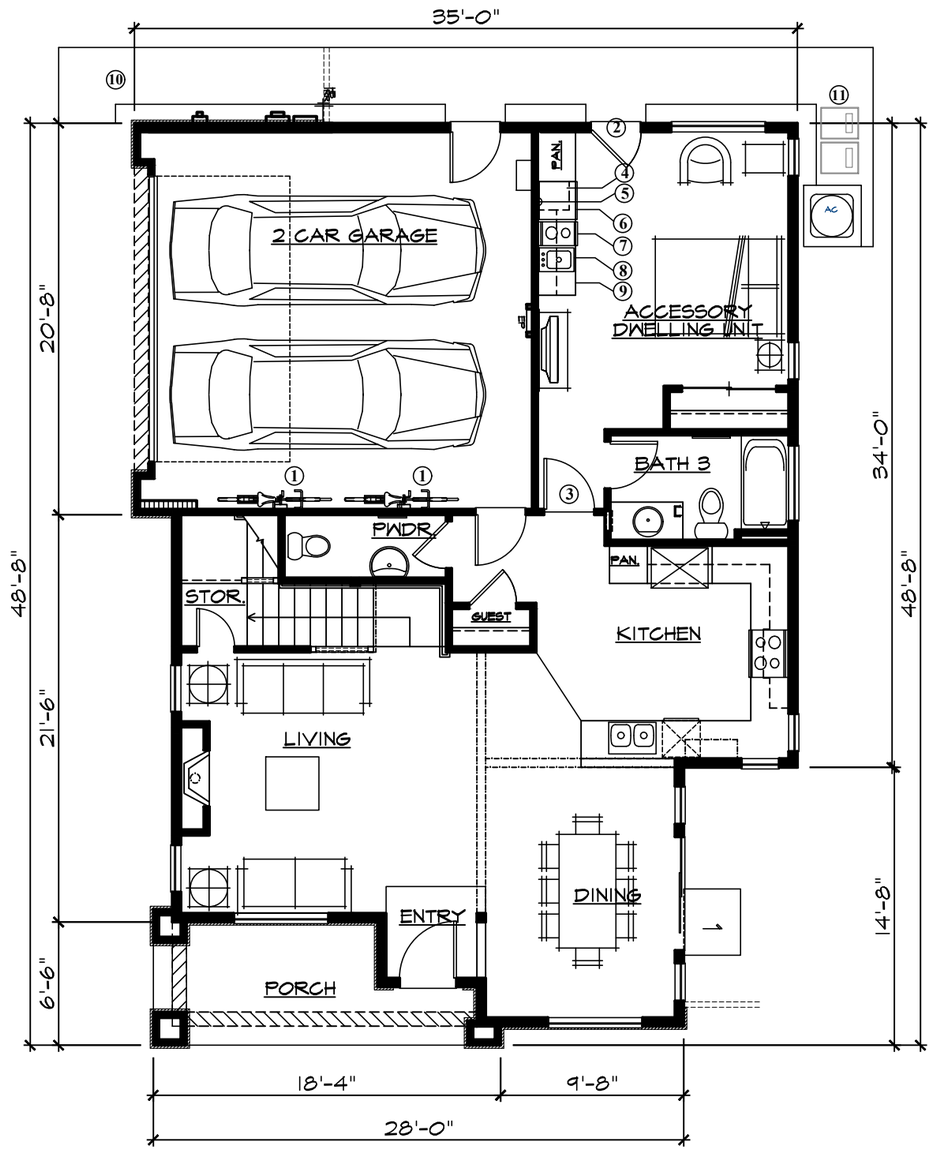
Plan 2
Front Elevations

0 2 4 6 8 16

LIBERTY II
PITTSBURG, CA

DISCOVERY DESIGN GROUP, LLC

Discovery Builders Inc.
Date 10/15/21



Plan Notes:

① Wall-mounted bicycle storage

ACCESSORY DWELLING UNIT

② Exterior entry door

③ Door to living shall be tight fitting to the frame and sill. Door shall be solid core with weather-stripping and lockable from the main living area.

④ Upper microwave shelf with receptacle

⑤ Electrical receptacle

⑥ Undercounter refrigerator

⑦ Two-burner electric cooktop

⑧ Stainless steel sink with garbage disposal

⑨ Base cabinet with tile countertop

⑩ Concrete pathway

⑪ Concrete trash pad (7' min.)

Plan 2

4 BEDROOMS WITH ATTACHED 1 BEDROOM ADU
3-1/2 BATHS
LOFT

SQUARE FOOTAGE	
FIRST FLOOR	1033 SF
SECOND FLOOR	1454 SF
TOTAL LIVING AREA	2487 SF
GARAGE	416 SF
PORCH	96 SF
FOOTPRINT	1545 SF

First Floor Plan

0 2 4 6 8 16

LIBERTY II

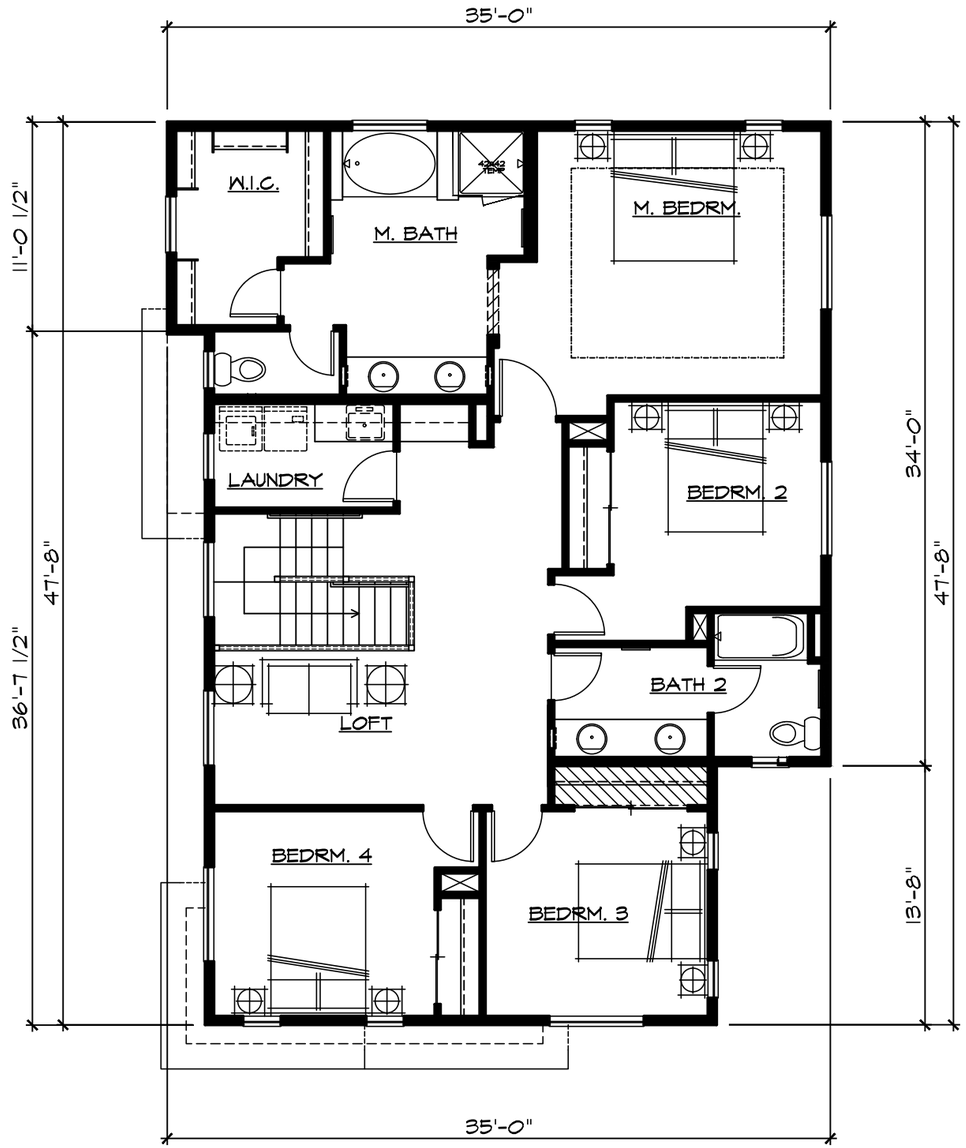
PITTSBURG, CA

DISCOVERY DESIGN GROUP, LLC

Discovery Builders Inc.

Date 10/15/21

1 07/06/22 PLANNING REVISION



Plan 2

4 BEDROOMS WITH ATTACHED
1 BEDROOM ADU
3-1/2 BATHS
LOFT

SQUARE FOOTAGE	
FIRST FLOOR	1033 SF
SECOND FLOOR	1454 SF
TOTAL LIVING AREA	2487 SF
GARAGE	416 SF
PORCH	96 SF
FOOTPRINT	1545 SF

Second Floor Plan

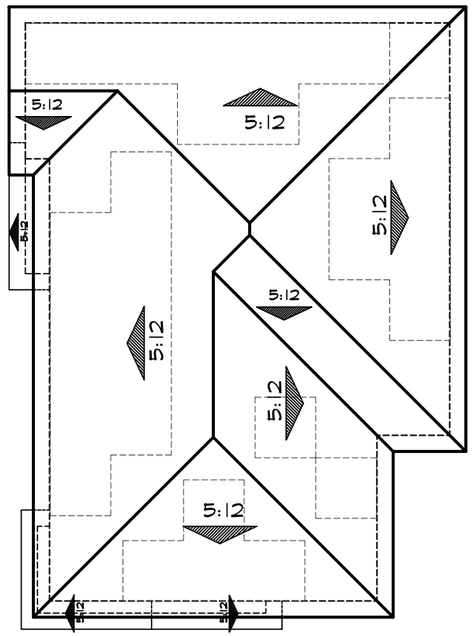
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LIBERTY II

PITTSBURG, CA

DISCOVERY
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Discovery Builders Inc.
D a t e 10/15/21
1 07/06/22 PLANNING REVISION



Roof Plan 'A'

0 2 4 6 8 16

SOLAR ZONE READY:

REFER TO SECTION 110.10 IN THE 2016 CALIFORNIA ENERGY CODE FOR MANDATORY REQUIREMENTS FOR SINGLE-FAMILY RESIDENCES AND MINIMUM SOLAR ZONE.

NOTES:
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2. ALL SECTIONS OF THE SOLAR ZONE LOCATED ON STEEP-SLOPED ROOFS SHALL BE ORIENTED BETWEEN 110 DEGREES AND 270 DEGREES OF TRUE NORTH, CEC SECTION 110.10(b)2.
3. SOLAR PANELS WILL BE INSTALLED UNDER A SEPARATE PERMIT.

5'x5' MIN. — DENOTES SOLAR PANELS



Right

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW



Rear

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW



Left

Plan 2
Elevations - 'A'

0 2 4 6 8 16

LIBERTY II

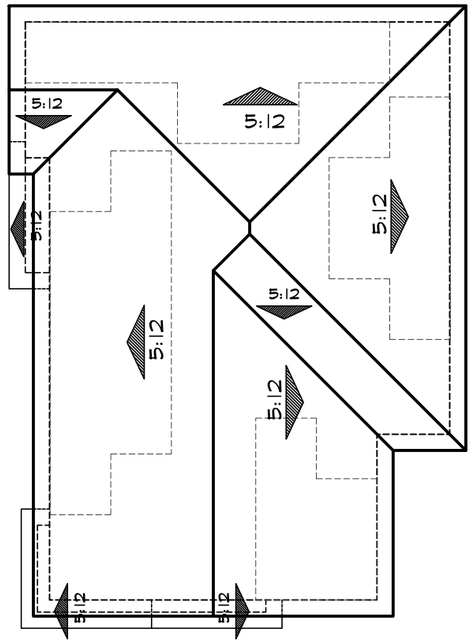
PITTSBURG, CA

DISCOVERY DESIGN GROUP, LLC

Discovery Builders Inc.

Date 10/15/21

1 07/06/22 PLANNING REVISION



Roof Plan 'B'

0 2 4 6 8 16

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5'x5' MIN. — DENOTES SOLAR PANELS



Right

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW



Rear

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW



Left

Plan 2
Elevations - 'B'

0 2 4 6 8 16

LIBERTY II

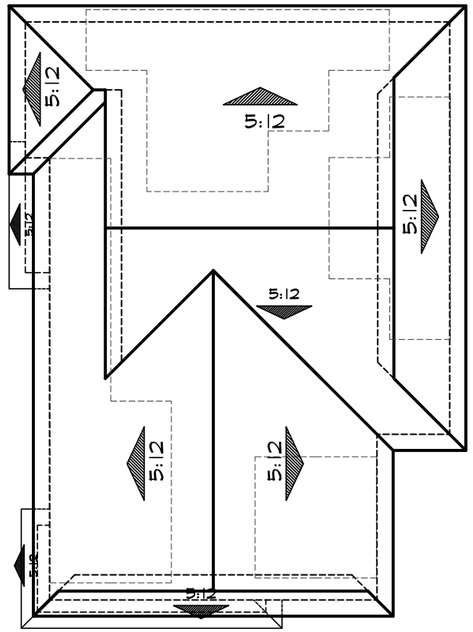
PITTSBURG, CA

DISCOVERY DESIGN GROUP, LLC

Discovery Builders Inc.

Date 10/15/21

1 07/06/22 PLANNING REVISION



Roof Plan 'C'

SOLAR ZONE READY:

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5'x5' MIN. — DENOTES SOLAR PANELS



Right

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

0 2 4 6 8 16



Rear

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW



Left

Plan 2
Elevations - 'C'

0 2 4 6 8 16

LIBERTY II

PITTSBURG, CA

DISCOVERY DESIGN GROUP, LLC

Discovery Builders Inc.

Date 10/15/21

1 07/06/22 PLANNING REVISION



Elevation A



Elevation C

MATERIAL LEGEND

A	B	C
VILLA CONCRETE TILE ROOFING	FLAT CONCRETE TILE ROOFING	FLAT CONCRETE TILE ROOFING
GABLE & HIP ROOFS	GABLE ROOFS	GABLE ROOFS
STUCCO BODY	STUCCO BODY	STUCCO BODY
STUCCO TRIM	STUCCO TRIM	STUCCO TRIM
MOCK VENTS	BOARD AND BATTEN	MOCK WOOD SHUTTERS
SIMULATED BRICK VENEER	SIMULATED STONE VENEER	MOCK VENTS
ROLL-UP GARAGE DOORS W/ OPT. WINDOW LITES	ROLL-UP GARAGE DOORS W/ OPT. WINDOW LITES	LAP SIDING
		ROLL-UP GARAGE DOORS W/ OPT. WINDOW LITES

GENERAL NOTES:

1. ALL EXPOSED PORTIONS OF BUILDING FOUNDATIONS SHALL BE PAINTED THE MAIN 'BODY' COLOR
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Elevation B

Plan 3
Front Elevations

0 2 4 6 8 16

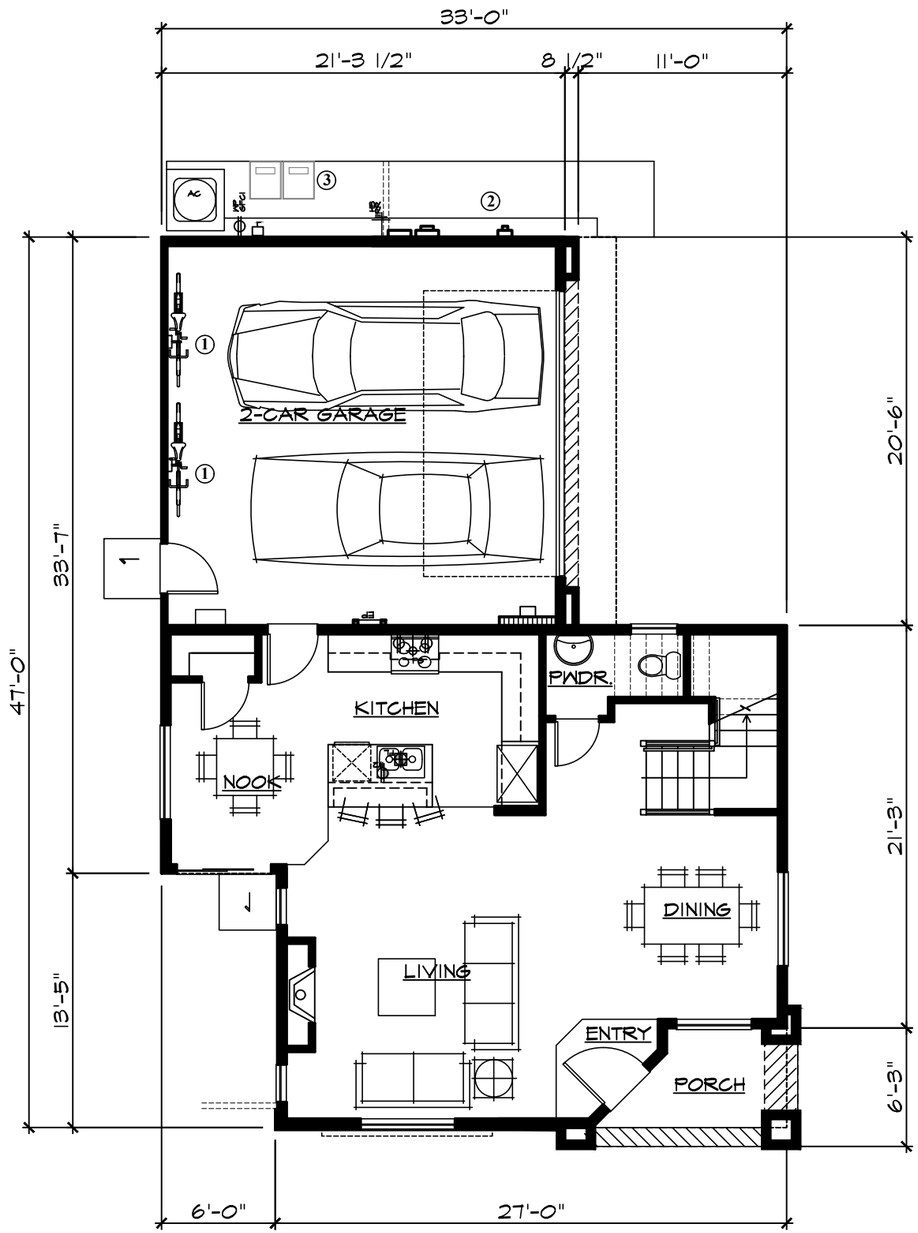
LIBERTY II

PITTSBURG, CA

DISCOVERY DESIGN GROUP, LLC

Discovery Builders Inc.

Date 10/15/21



Plan Notes:

1. Wall-mounted bicycle storage
2. Concrete pathway
3. Concrete trash pad (7' min.)

Plan 3

4 BEDROOMS
2-1/2 BATHS
LOFT

SQUARE FOOTAGE	
FIRST FLOOR	751 SF
SECOND FLOOR	1204 SF
TOTAL LIVING AREA	1955 SF
GARAGE	436 SF
PORCH	57 SF
FOOTPRINT	1244 SF

First Floor Plan

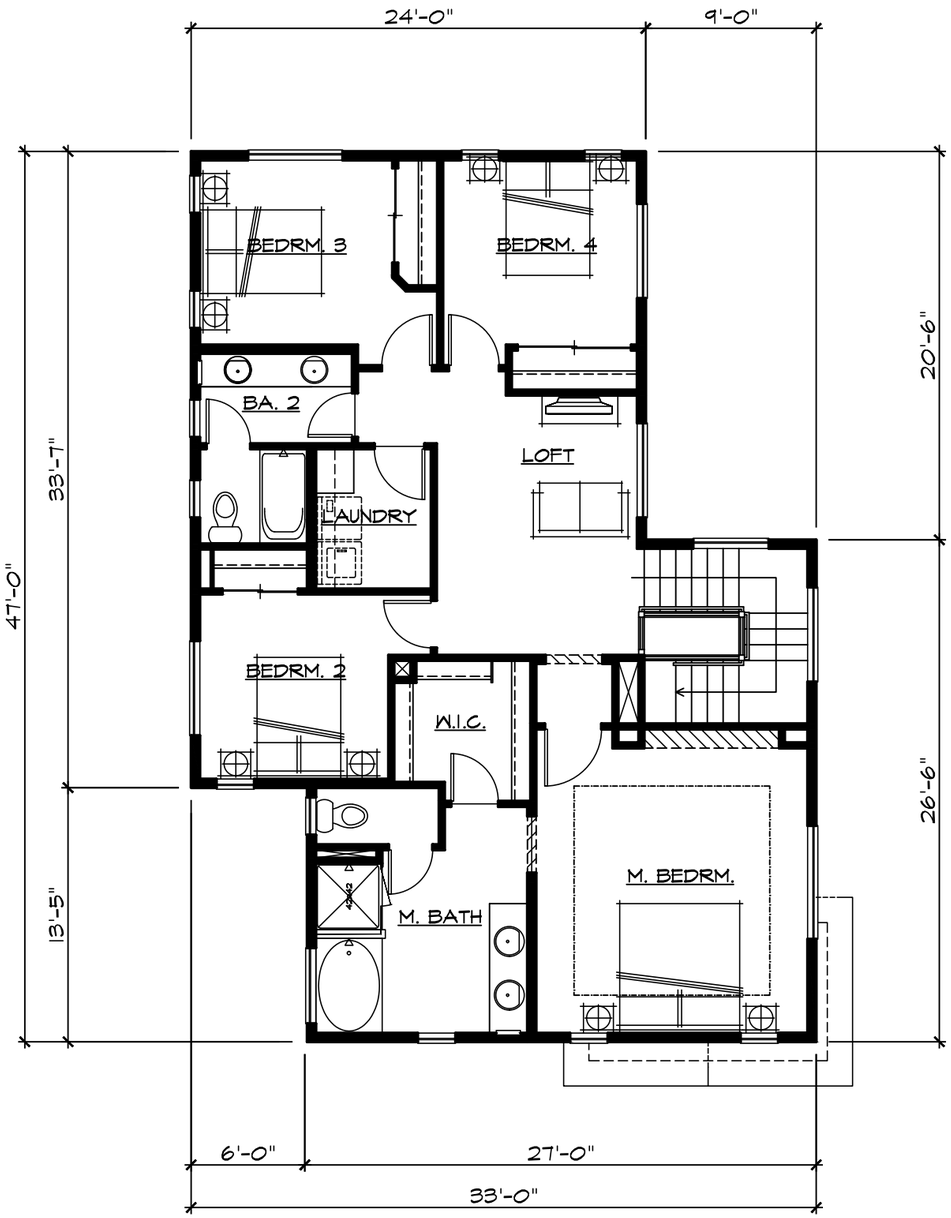
0 2 4 6 8 16

LIBERTY II

PITTSBURG, CA

DISCOVERY
DESIGN
GROUP, LLC

Discovery Builders Inc.
D a t e 10/15/21



Plan 3

4 BEDROOMS
2-1/2 BATHS
LOFT

SQUARE FOOTAGE	
FIRST FLOOR	751 SF
SECOND FLOOR	1204 SF
TOTAL LIVING AREA	1955 SF
GARAGE	436 SF
PORCH	57 SF
FOOTPRINT	1244 SF

Second Floor Plan

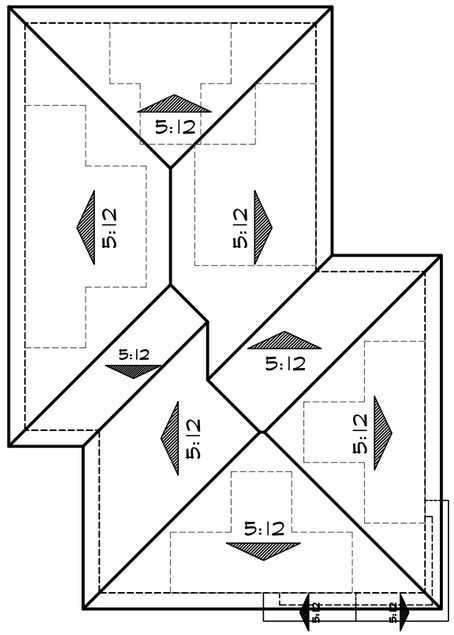
0 2 4 6 8 16

LIBERTY II

PITTSBURG, CA

DISCOVERY
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Discovery Builders Inc.
D a t e 10/15/21



SOLAR ZONE READY:

REFER TO SECTION 110.10 IN THE 2016 CALIFORNIA ENERGY CODE FOR MANDATORY REQUIREMENTS FOR SINGLE-FAMILY RESIDENCES AND MINIMUM SOLAR ZONE.

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5'x5' MIN. — DENOTES SOLAR PANELS

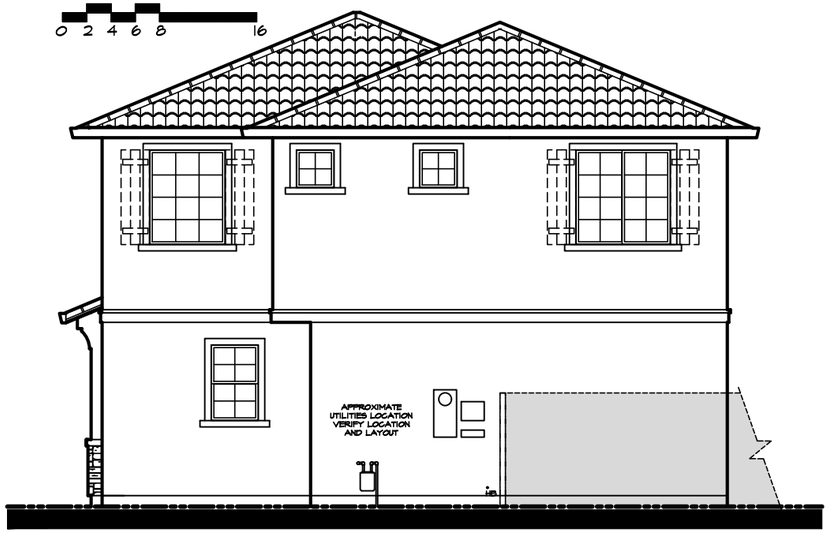


Right

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

Roof Plan 'A'

0 2 4 6 8 16



Rear

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW



Left

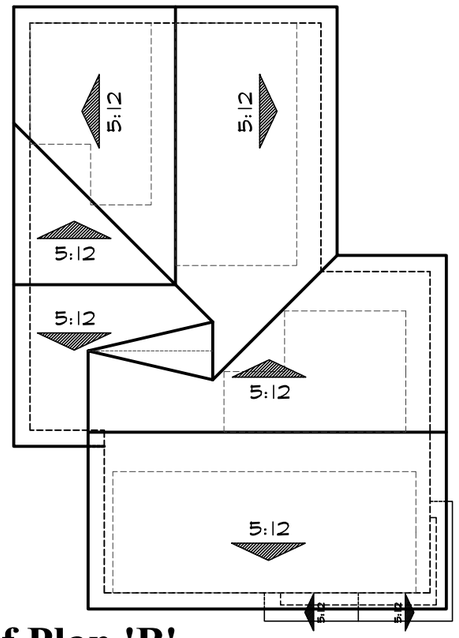
INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

Plan 3
Elevations - 'A'

0 2 4 6 8 16

LIBERTY II
PITTSBURG, CA

DISCOVERY DESIGN GROUP, LLC
Discovery Builders Inc.
Date 10/15/21
1 07/06/22 PLANNING REVISION



Roof Plan 'B'

0 2 4 6 8 16

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5'x5' MIN. — DENOTES SOLAR PANELS



Right

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW



Rear

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW



Left

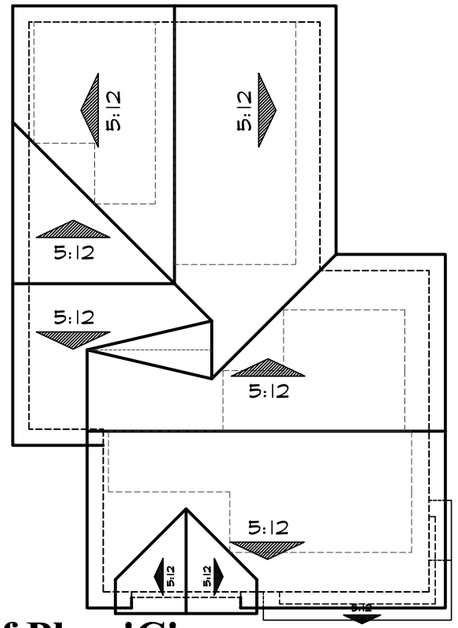
INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

Plan 3
Elevations - 'B'

0 2 4 6 8 16

LIBERTY II
PITTSBURG, CA

DISCOVERY DESIGN GROUP, LLC
Discovery Builders Inc.
Date 10/15/21
1 07/06/22 PLANNING REVISION



Roof Plan 'C'

0 2 4 6 8 16

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5'x5' MIN. — DENOTES SOLAR PANELS



Right

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW



Rear

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW



Left

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

Plan 3
Elevations - 'C'

0 2 4 6 8 16

LIBERTY II
PITTSBURG, CA

DISCOVERY DESIGN GROUP, LLC
Discovery Builders Inc.
Date 10/15/21
1 07/06/22 PLANNING REVISION



Elevation A



Elevation C

MATERIAL LEGEND

A VILLA CONCRETE TILE ROOFING
GABLE & HIP ROOFS
STUCCO BODY
STUCCO TRIM
MOCK VENTS
MOCK WOOD SHUTTERS
SIMULATED BRICK VENEER
ROLL-UP GARAGE DOORS W/ OPT. WINDOW LITES

B FLAT CONCRETE TILE ROOFING
GABLE ROOFS
STUCCO BODY
STUCCO TRIM
STUCCO/FOAM CORBEL
MOCK WOOD SHUTTERS
SIMULATED STONE VENEER
BOARD AND BATTEN
ROLL-UP GARAGE DOORS W/ OPT. WINDOW LITES

C FLAT CONCRETE TILE ROOFING
GABLE ROOFS
STUCCO BODY
STUCCO TRIM
MOCK VENTS
MOCK WOOD SHUTTERS
LAP SIDING
ROLL-UP GARAGE DOORS W/ OPT. WINDOW LITES

GENERAL NOTES:

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Elevation B

Plan 4

Front Elevations

0 2 4 6 8 16

LIBERTY II

PITTSBURG, CA

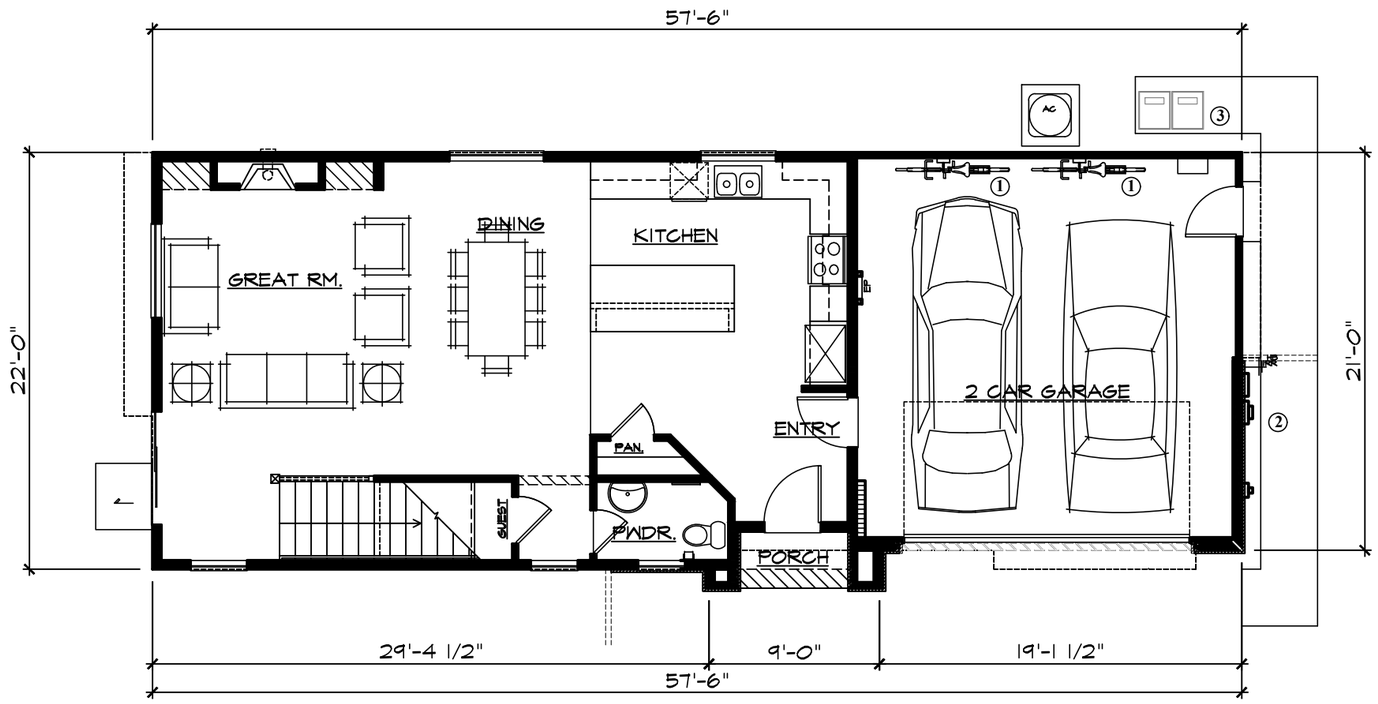
DISCOVERY DESIGN GROUP, LLC

Discovery Builders Inc.

Date 10/15/21

Plan Notes:

1. Wall-mounted bicycle storage
2. Concrete pathway
3. Concrete trash pad (7' min.)



Plan 4

4 BEDROOMS
2-1/2 BATHS
LOFT

SQUARE FOOTAGE	
FIRST FLOOR	805 SF
SECOND FLOOR	1182 SF
TOTAL LIVING AREA	1987 SF
GARAGE	420 SF
PORCH	23 SF
FOOTPRINT	1248 SF

First Floor Plan

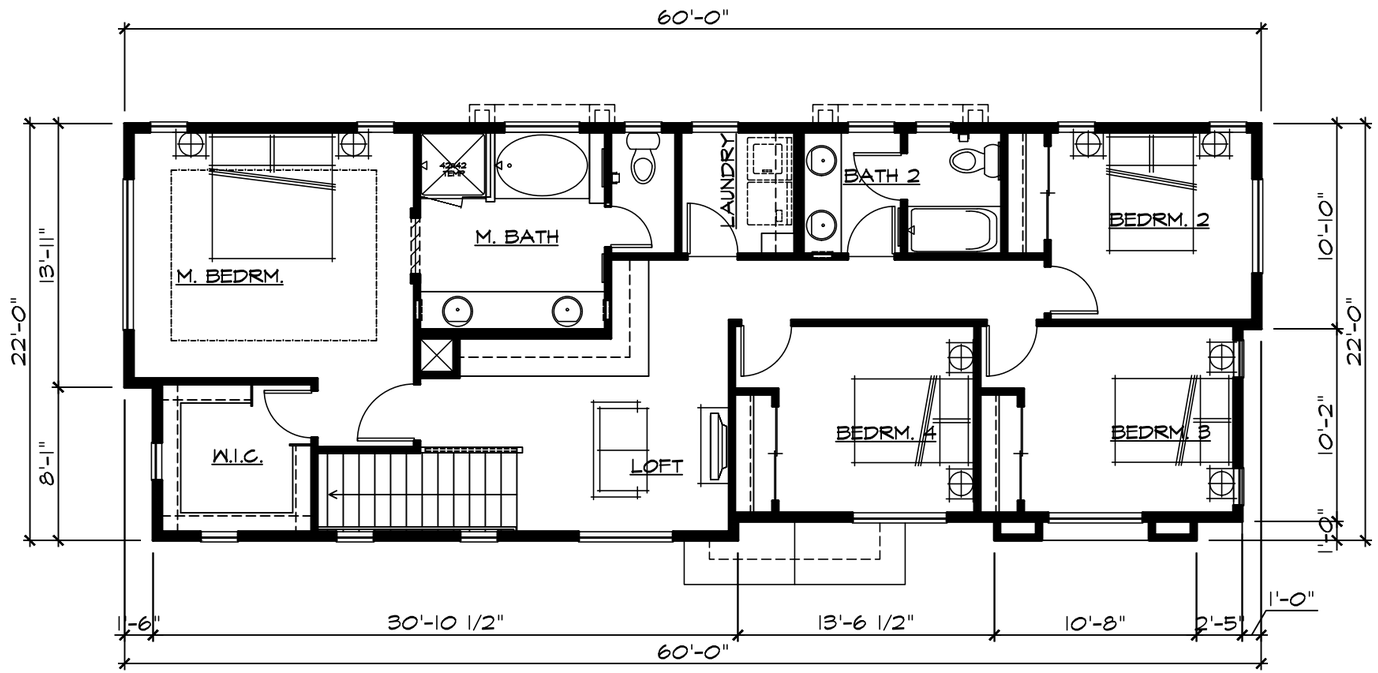
0 2 4 6 8 16

LIBERTY II

PITTSBURG, CA

DISCOVERY DESIGN GROUP, LLC

Discovery Builders Inc.
D a t e 10/15/21



Plan 4

4 BEDROOMS
2-1/2 BATHS
LOFT

SQUARE FOOTAGE	
FIRST FLOOR	805 SF
SECOND FLOOR	1182 SF
TOTAL LIVING AREA	1987 SF
GARAGE	420 SF
PORCH	23 SF
FOOTPRINT	1248 SF

Second Floor Plan

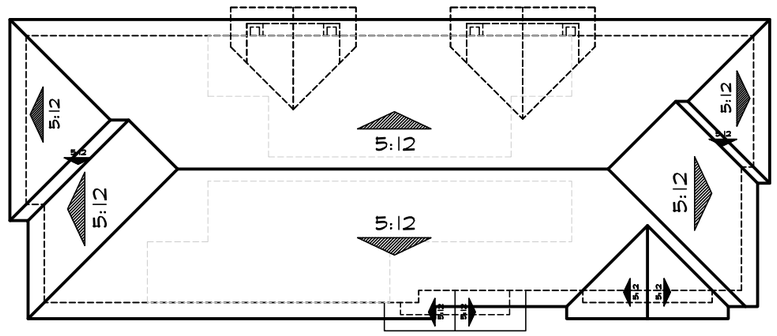
0 2 4 6 8 16

LIBERTY II

PITTSBURG, CA

DISCOVERY
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Discovery Builders Inc.
D a t e 10/15/21



Roof Plan 'A'

0 2 4 6 8 16

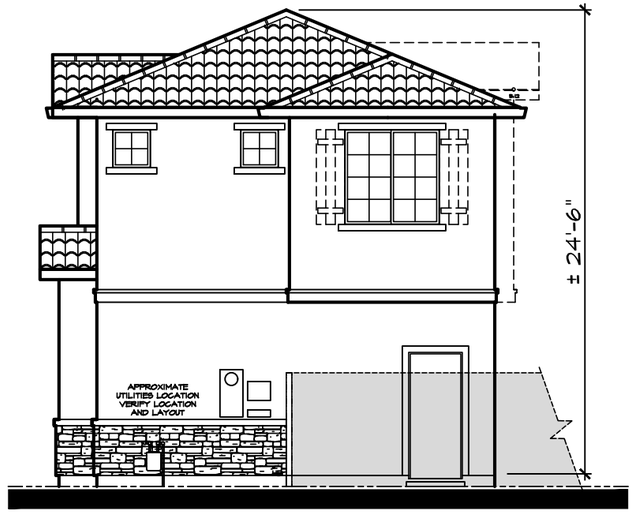
INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

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5'x5' MIN. — DENOTES SOLAR PANELS



Right

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW



Rear

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW



Left

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

Plan 4
Elevations - 'A'

0 2 4 6 8 16

LIBERTY II

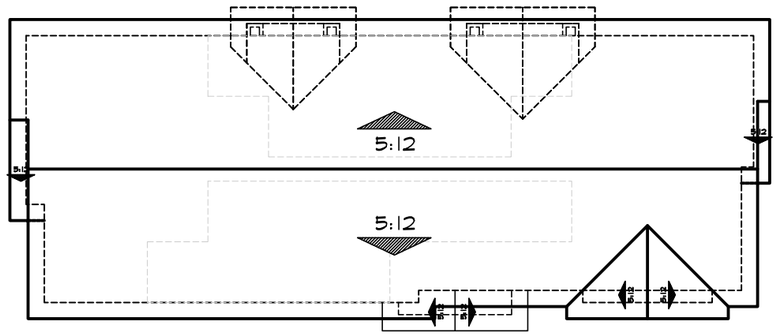
PITTSBURG, CA

DISCOVERY DESIGN GROUP, LLC

Discovery Builders Inc.

D a t e 10/15/21

1 07/06/22 PLANNING REVISION



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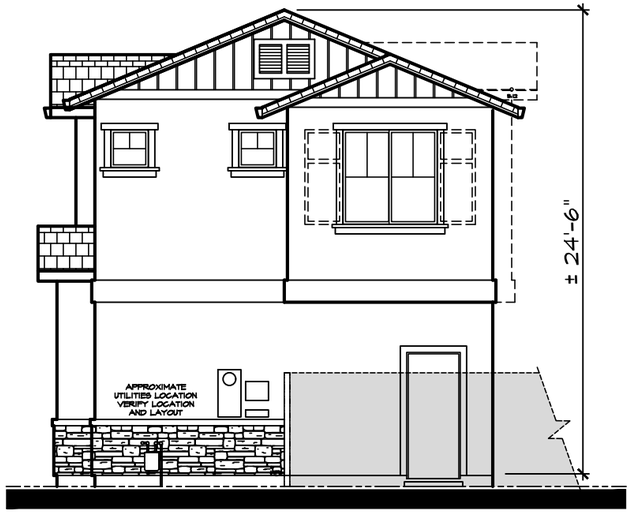
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5'x5' MIN. — DENOTES SOLAR PANELS

Roof Plan 'B'

0 2 4 6 8 16

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW



Right

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

Rear

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW



Left

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

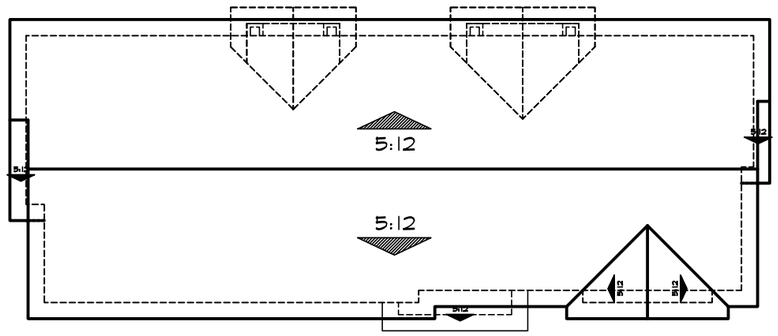
Plan 4
Elevations - 'B'

0 2 4 6 8 16

LIBERTY II
PITTSBURG, CA

DISCOVERY DESIGN GROUP, LLC

Discovery Builders Inc.
Date 10/15/21
1 07/06/22 PLANNING REVISION



SOLAR ZONE READY:

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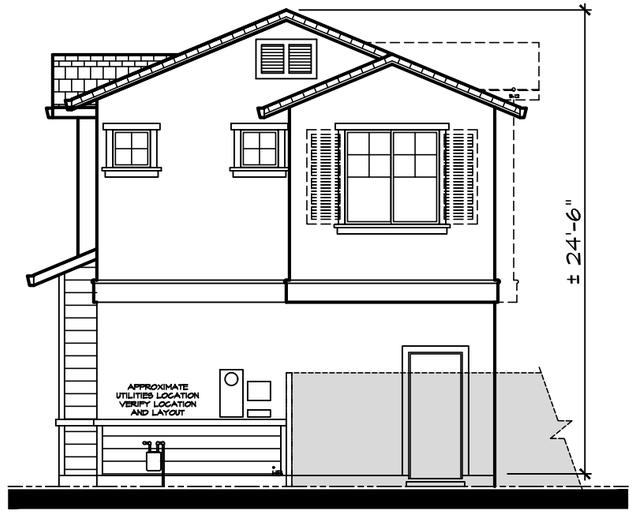
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5'x5' MIN. — DENOTES SOLAR PANELS

Roof Plan 'C'

0 2 4 6 8 16

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW



Right

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

Rear

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW



Left

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

Plan 4
Elevations - 'C'

0 2 4 6 8 16

LIBERTY II
PITTSBURG, CA

DISCOVERY DESIGN GROUP, LLC

Discovery Builders Inc.
Date 10/15/21
1 07/06/22 PLANNING REVISION

SUBDIVISION: LIBERTY II

PITTSBURG, CA

SCHEME	ROOFING TILE	BODY 1	BODY 2	TRIM & GARAGE DOOR	ACCENT & FRONT DOOR	MASONRY
SCHEME 1	1VICS0024 DESERT SAGE 	KMW28 CLAM	KM5784 CREEK BAY	KM5792 STACKED STONE	KM4582 BEAVER PELT	CHARDONNAY SOUTHERN LEDGESTONE 
SCHEME 2	1VICS3233 BROWN BLEND 	KMW10 POGO SANDS	KM5785-3 COUNTRY CLUB	KM5777-2 CANNERY PARK	KM4897 YIN MIST	PHEASANT PRO-FIT ALPINE LEDGESTONE 
SCHEME 3	1VICS0024 DESERT SAGE 	KM4632-1 WHITE SAND	KM4649-3 OLIVE WOOD	KMW6-1 LILY WHITE	KM5751-5 COASTLINE TRAIL	BUCKS COUNTY COUNTRY LEDGESTONE 
SCHEME 4	1VICS7330 VERONA CLAY 	KMW25-1 VAPOR TRAIL	KM4587-3 SMOKY TOPAZ	KM4572-2 TUNGSTEN	KMA21-5 TUSCAN OLIVE	CHARDONNAY PRO-FIT ALPINE LEDGESTONE 
SCHEME 5	1VICS7330 VERONA CLAY 	KM4660-1 WEDDING DRESS	KM5708-3 LOVER'S LEAP	KM4552 ANTIQUE WINDMILL	KMA66 SANTANA SOUL	CHARDONNAY SOUTHERN LEDGESTONE 
SCHEME 6	1VICS3233 BROWN BLEND 	KMW24-1 BUD'S SAILS	KM4642-2 BIRD'S NEST	KM4645-5 WINE CORK	KM5762-5 HIKING BOOTS	CHARDONNAY EUROPEAN CASTLE STONE 

ROOFING: BORAL CONCRETE TILE OR EQUIVALENT

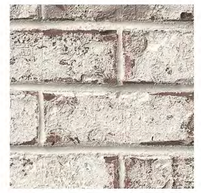
STONE: BORAL CULTURED STONE/CULTURED BRICK EQUIVALENT

PAINT: KELLY MOORE OR EQUIVALENT

REVISED: 01/14/2022

SUBDIVISION: LIBERTY II

PITTSBURG, CA

SCHEME	ROOFING TILE	BODY 1	BODY 2	TRIM & GARAGE DOOR	ACCENT & FRONT DOOR	MASONRY
SCHEME 7	1FACS1132 CHARCOAL BROWN BLEND 	46 ACOUSTIC WHITE	KM5771 APPLE HILL	KM5772 PALM LANE	KM4575-5 MUDROOM	OLD EDISTO 
SCHEME 8	1FACS1132 CHARCOAL BROWN BLEND 	KM4706 RUSTIC HACIENDA	KM5786-5 RIVER BANK	KM4704-2 DUSTY TRAIL RIDER	HLS4201 ADOBE WHITE	CHARDONNAY SOUTHERN LEDGESTONE 
SCHEME 9	1FACSC1430 CHARCOAL BLEND 	KM4941 CITY DWELLER	KM4945-3 SECRET PASSAGEWAY	KM4786 FRESH LINEN	407 CARBON	UMBER CREEK PRO-FIT ALPINE LEDGESTONE 
SCHEME 10	1FACS1132 CHARCOAL BROWN BLEND 	KM4601-2 DRIED GRASS	KM4574-3 DRY DOCK	KM4571-1 COBBLESTONE STREET	KM4812-5 JUNGLE COVER	OLD EDISTO 
SCHEME 11	1FACS5354 STONE MOUNTAIN BLEND 	KM4943-3 SUBWAY	KM4600-2 AFTERNOON TEA	KMW29-1 KITTEN WHISKERS	KM4939 ARROWHEAD	UMBER CREEK PRO-FIT ALPINE LEDGESTONE 
SCHEME 12	1FACS0024 DESERT SAGE 	49 ANTIQUE WHITE	KM4543-2 COFFEE DIVA	KM4553 BRAUN	KM4747-3 KNOCK ON WOOD	BUCKS COUNTY SOUTHERN LEDGESTONE 

ROOFING: BORAL CONCRETE TILE OR EQUIVALENT

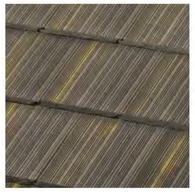
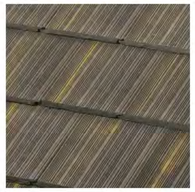
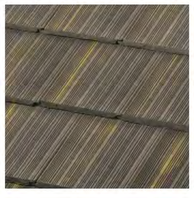
STONE: BORAL CULTURED STONE/CULTURED BRICK EQUIVALENT

PAINT: KELLY MOORE OR EQUIVALENT

REVISED: 01/14/2022

SUBDIVISION: LIBERTY II

PITTSBURG, CA

SCHEME	ROOFING TILE	BODY 1	BODY 2	TRIM & GARAGE DOOR	ACCENT & FRONT DOOR	MASONRY
SCHEME 13	1FBCF3233 BROWN BLEND 	KM5766 WHISPER RIDGE	KM4937 PAW PRINT	KMW24 BUD'S SAILS	KM4932-5 RUB ELBOWS	HUDSON BAY COUNTRY LEDGESTONE 
SCHEME 14	1FBCF1132 CHARCOAL BROWN BLEND 	KM4594-2 BAY AREA	KM4711-1 BAUHAUS TAN	KM4595-3 CLAY BATH	KMA76-5 LOG CABIN	CHARDONNAY COUNTRY LEDGESTONE 
SCHEME 15	1FBCF1132 CHARCOAL BROWN BLEND 	230 GRAYSTONE	KM5778-3 SHEEPSKIN GLOVES	KMW26 ABILENE LACE	KM4519-5 TURKISH COFFEE	MARSH POINTE 
SCHEME 16	1FBCF3233 BROWN BLEND 	KM5710-1 SUNDAY DRIVE	KM4544-3 HUTCHINS PLAZA	KM4554-5 BUFFALO DANCE	KMA77-5 BROWN BEAR	WOLF CREEK COUTRY LEDGESTONE 
SCHEME 17	1FBCF1430 CHARCOAL BLEND 	KM5766 WHISPER RIDGE	KM5757 FARMER'S MARKET	KM5748 NATURE'S GATE	KM4897 YIN MIST	ECHO RIDGE PRO-FIT ALPINE LEDGESTONE 
SCHEME 18	1FBCF3233 BROWN BLEND 	KM4788-1 EVENING DOVE	KM4741-3 EXECUTIVE COURSE	KMW30-1 LIGHT FROST	KM4792-5 FERN GULLY	OLD EDISTO 

ROOFING: BORAL CONCRETE TILE OR EQUIVALENT

STONE: BORAL CULTURED STONE/CULTURED BRICK EQUIVALENT

PAINT: KELLY MOORE OR EQUIVALENT

REVISED: 01/14/2022

LIBERTY PHASE II

PITTSBURG, CALIFORNIA

PROPOSED TREES

TREES

SYMBOL	BOTANICAL/ COMMON NAME
15 GALLON CONTAINERS	
	PISTACIA CHINENSIS 'KEITH DAVEY' CHINESE PISTACHE
	California Native Accent Tree: Cercis Occidentalis, Western Redbud or California Redbud

NOTE:
SEE SHEET P2 FOR FENCE AND WALL DETAILS

0' 20' 10' 40'
SCALE: 1"=20'-0"



SITE PLAN

MSLA
LANDSCAPE ARCHITECTURE, Inc.
306 Canyon Falls Dr. Folsom, CA 95630
916.989.3372 www.msladesign.com

LICENSED LANDSCAPE ARCHITECT MICHAEL SHOLAR 5009 STATE OF CALIFORNIA
EXP. 05.31.22
PRELIMINARY

PRELIMINARY LANDSCAPE AND FENCING PLAN

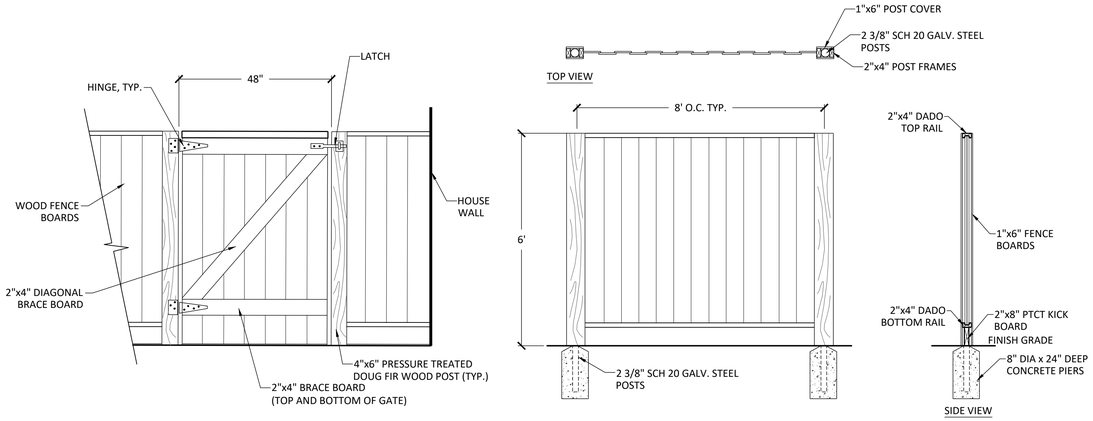
OCTOBER 25, 2021

SHEET P1 OF TOTAL 2

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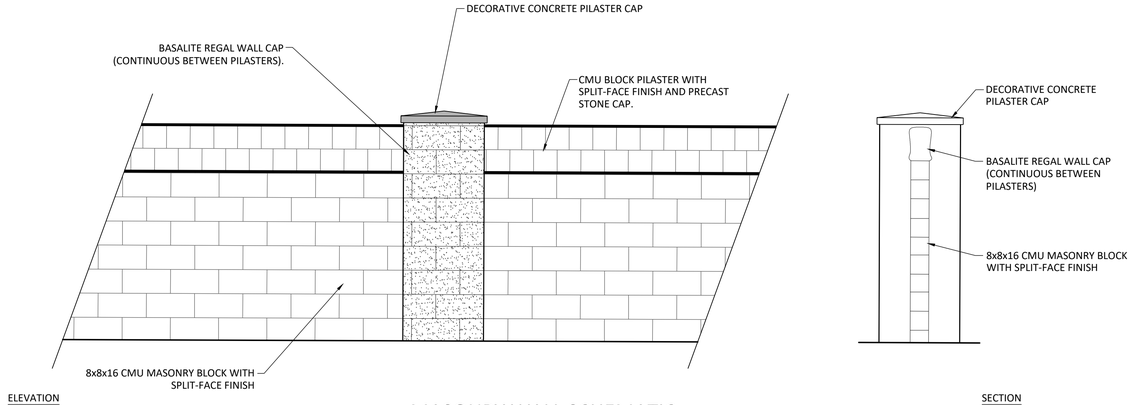
LIBERTY PHASE II

PITTSBURG, CALIFORNIA



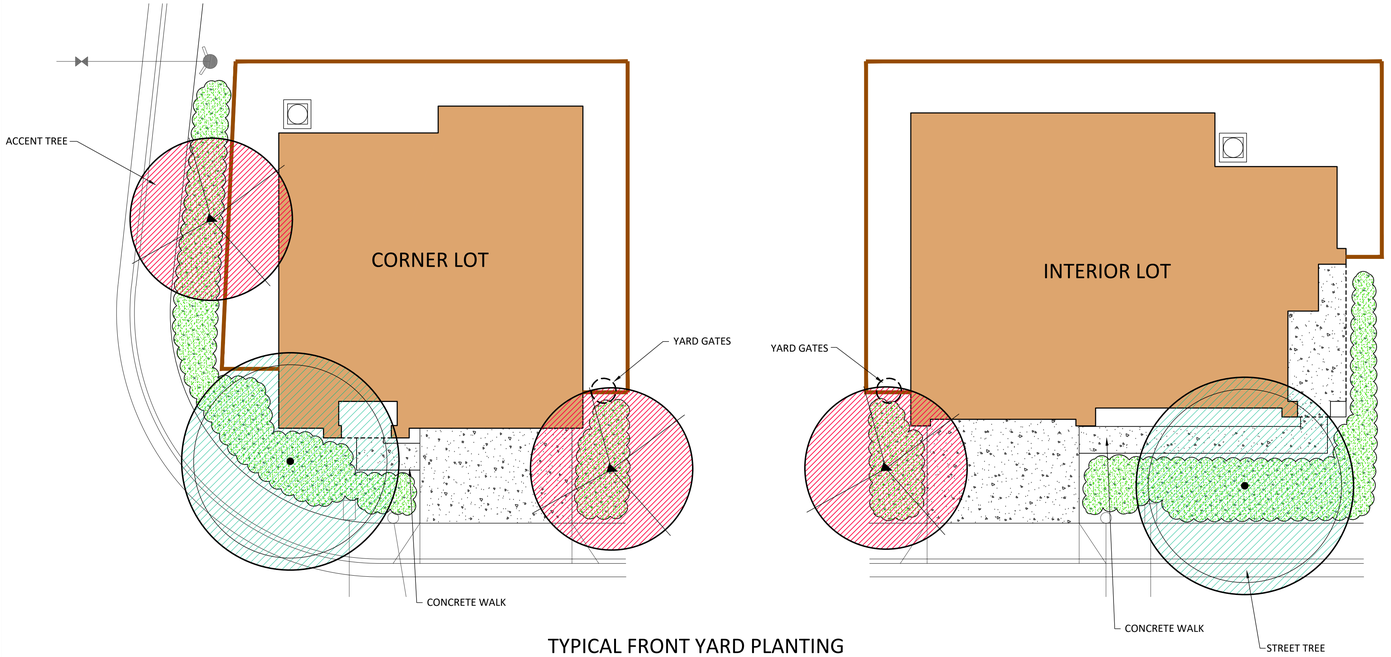
GOOD NEIGHBOR WOOD FENCE WITH STEEL POSTS AND GATE DETAIL

NTS



MASONRY WALL SCHEMATIC

NTS



TYPICAL FRONT YARD PLANTING

1"=8'-0"

PROPOSED PLANTS

TREES

SYMBOL	BOTANICAL/ COMMON NAME
	15 GALLON CONTAINERS
	PISTACIA CHINENSIS 'KEITH DAVEY' CHINESE PISTACHE
	LAGERSTROEMIA DYNAMITE'/ CRAPE MYRTLE

SHRUBS

SYMBOL	BOTANICAL/ COMMON NAME
	1 GALLON CONTAINERS
	ARCTOSTAPHYLOS UVA-URSI 'POINT REYES'/ PROSTRATE MANZANITA
	LAVANDULA STOECHAS/ SPANISH LAVENDER
	SALVIA GREGGII 'FURMANS RED'/ RED SAGE
	TEUCRIUM FRUTICANS 'VARIEGATED'/ DWARF GERMANDER
	5 GALLON CONTAINERS
	GREVILLEA X 'NOELLII'/ NOELL GREVILLEA
	PITTOSPORUM TOBIRA VARIEGATA/ VARIEGATED MOCK ORANGE
	ROSA CARPET RED'/ RED CARPET ROSE
	XYLOSMA CONGESTUM/ SHINY XYLOSMA



CRAPE MYRTLE | CHINESE PISTACHE | MANZANITA | SPANISH LAVENDER | CARPET ROSE



RED SAGE | DWARF GERMANDER | NOELL GREVILLEA | VARIEGATED MOCK ORANGE | XYLOSMA

MSLA
LANDSCAPE ARCHITECTURE, Inc.
306 Canyon Falls Dr. Folsom, CA 95630
916.989.3372 www.msladesign.com

LICENSED LANDSCAPE ARCHITECT MICHAEL SHULAR STATE OF CALIFORNIA 5697 EXP. 05.31.22

PRELIMINARY

TYPICAL LOT PLAN

OCTOBER 25, 2021

SHEET P2 OF TOTAL 2

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GARBAGE COLLECTION EXHIBIT

"LIBERTY PHASE II"

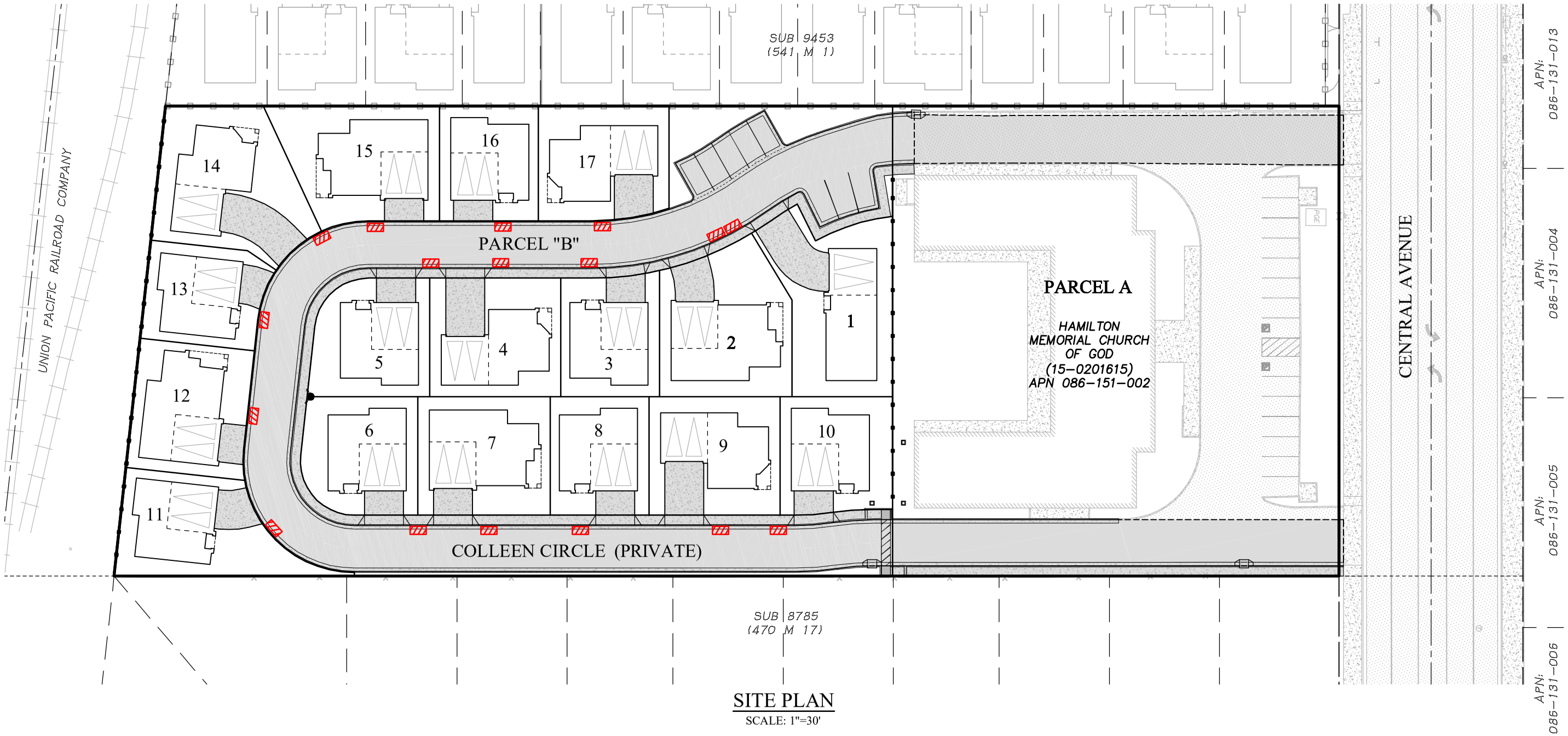
SUBDIVISION 9550

CITY OF PITTSBURG
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

GRAPHIC SCALE
30 15 0 30
(IN FEET)
1 inch = 30 ft.

LEGEND

GARBAGE COLLECTION AREA



SITE PLAN
SCALE: 1"=30'

CONDITIONS OF APPROVAL

Planning Conditions

1. **Conformity with Project Plans**
   The project shall be constructed in substantial conformity with the Vesting Tentative Map for Subdivision 9550 (Sheets 1 through 4) dated August 2, 2022; the Landscape Plans dated October 25, 2021 (Sheets P-1 and P-2); the Master Plotting Plan dated July 7, 2022; the Architectural and Street Elevation Plans dated October 15, 2021, revised July 6, 2022, except as hereinafter may be modified. Any major changes to the project plans shall be subject to review and approval by the Planning Commission at the City Planner's discretion.

2. **Contingent Approval**
   Approval of the Vesting Tentative Map and Design Review is contingent upon City Council adoption of an ordinance approving: 1) a General Plan Map Amendment changing the parcel's land use designation from Low Density Residential to Medium Density Residential and 2) a Zoning Map Amendment rezoning the project site from RS-5 (Single-Family Residential) District to PD (Planned Development) District and accompanying PD Plan specifying land use and development regulations for the rezoned property.

3. **Final Plot Plans**
   Final plot plans shall be in substantial conformity with the Master Plotting Plan noted above. Minor plot plan rearrangements may be made subject to review and approval by the Planning Division. The Developer shall ensure that:

   a) rearrangements shall not result in more than two of the same Plan 1, 2, 3, and 4 house models being located next to one another.
   b) where two of the same house models are placed next to one another, a different elevation (either A, B, or C) and different color scheme shall be applied to each house model.
   c) all individual plot plans submitted to the Planning Division for review shall note the proposed house plan, elevation, and color scheme, and whether the house plan has been reversed.

4. **Final Architectural Plans**
   Final Architectural Plans shall reflect the following modifications, subject to review and approval by the Planning Division:

   a) Horizontal lap siding, board and batten siding, stone/brick veneer, and ledger details, where indicated on front elevations, shall be extended around all adjacent sides. All base trim details (including brick or stone veneer or stucco pop-outs), located along the bottom portion of the first floor and that wrap around the corner to the left or right side elevation of the house, shall extend all the way to the point at which the fence line intersects the respective side

wall and to the foundation line, where applicable. Siding, veneer, or ledger details shall be wrapped around all exposed sides of porch pillars. Trim details shall be included between stucco and lap siding or veneer transitions, where appropriate.

5. **Additional Green Building Features**
The project is required to meet the Residential Mandatory Measures specified under the 2019 California Green Building Standards Code. In addition to those measures, the project shall implement the following Residential Voluntary Measures:

a) A4.106.5 Cool roof for reduction of heat island effect
b) A4.106.8 Pre-wire electric vehicle (EV) charging for new construction

6. **Pre-Wiring Option for Photovoltaic Panels**
The Developer shall include, as part of the options package for buyers of single-family houses in the subdivision, an option that offers pre-wiring of the house for photovoltaic (solar) panels compliant with the 2019 California Energy Code. The construction drawings for each plan shall include appropriate electrical and roof framing details as necessary to reflect the option for pre-wiring the houses for roof-mounted photovoltaic panels. The Developer shall maintain and make available to all potential buyers, in each sales office, a brochure or list of vendors and installers of solar panels for residential use. A copy of the vendor list/brochure shall be provided to the Planning Division, prior to issuance of the first building permit for construction of a single-family residence.

7. **Final Landscape Plans**
Final Landscape Plans shall reflect the following modifications, subject to review and approval by the Planning Division:

a) Pre-emergent herbicide and a weed barrier shall be provided for all planting areas. Planting areas shall receive a three-inch layer of light brown bark mulch dressing.
b) Mailbox cluster units shall have a black finish.

8. **Installation of Landscaping and Irrigation**
Prior to occupancy of the houses by residents, the Developer shall complete installation of landscaping and automatic irrigation systems in street landscape areas and front and corner side yards of respective lots, in accordance with Article VII (Landscaping, Irrigation and Hydroseeding) of PMC Chapter 18.84, or other applicable water efficient landscape ordinance, subject to approval by the Community and Economic Development Department. The Developer shall provide the irrigation system controller map, programming table, and annual maintenance schedules to new owners upon sale/transfer of ownership of the residential property from the Developer to the buyer. Typical front yard landscaping shall include a minimum of one street tree and one smaller ornamental tree per lot,

along with a combination of shrubbery and ground cover. If required landscaping is not completed prior to final inspection and occupancy, the Developer shall post a bond to assure that the work is completed to the satisfaction of the City.

9. **Water-Efficient Model Home**
   At least one of the model houses built in the development shall demonstrate water-efficient landscaping techniques in accordance with Article 7 of Chapter 18.84 of the Zoning Ordinance. The Developer shall make available to potential buyers brochures or other written or graphic media that informs visitors and potential buyers about the principles of water-efficient landscapes, including but not limited to those principles that are described in PMC Chapter 18.84, Article VII.

10. **Street Lights and Spacing**
    The Developer shall provide a photometric graph and table to determine the appropriate street light spacing for the project. An approved lighting software program that clearly indicates the Average Luminance/Minimum Luminance Uniformity ratio of the roadway within the project area is to be used for the lighting calculations (see City Standard Detail T-1 for details). The Developer shall install single-head decorative luminaire poles with LED decorative (“Acorn”) post top light fixtures (as specified on Sheet T-5 of the City of Pittsburg Traffic and Lighting Details), with a height not to exceed 15 feet, throughout the subdivision in accordance with the photometric graph and table.

11. **AC Unit Placement**
    Air conditioning units shall be placed along the wall in the rear or side yards with a minimum of three feet unobstructed access around the unit, except that one side of the unit may have less than a three-foot separation between the unit and a wall of the house.

12. **Rooftop Equipment**
    Roof vents shall be painted the same color as roofing material to which they are adjacent. Downspouts, side vents, attached utility boxes, and hose bibs shall be painted the same color or colors as the surface or surfaces to which they are adjacent.

13. **Address Identification**
    The Developer shall install, on each residence, minimum four-inch high, block style numbers that contrast with the building façade for address identification purposes. The numbers shall be a satin black finish and located directly below façade lighting. The construction drawings submitted for each house model shall identify the location of the address box or number(s) on the house façade, along with a detail or keynote that describes how the house number will be illuminated or made identifiable from the street or shared driveways, as applicable.

14. **Refuse Management Plan**
    The Developer shall prepare a Refuse Management Plan to promote the safe,

efficient, and timely pickup of refuse by Mt. Diablo Resource Recovery. The Plan shall specify: 1) the designated areas for placement of refuse carts; 2) the designated pickup days and timeframes; 3) parking restrictions along designated pickup areas; and 4) the procedure for green waste pickup by the homeowner association's landscape contractor. The Plan shall be submitted to and approved by the Planning Manager prior to issuance of the first building permit. The Developer shall provide each prospective home buyer with a disclosure advising them of Refuse Management Plan.

Each proposed single-family residence shall provide a concrete trash pad. All 17 proposed lots shall be able to accommodate three bins (refuse, recyclables, organics) at the curb in the front of each residence. All bins shall be sized to ensure compliance with requirements of Senate Bill 1383 (2016).

15. **Housing Affordability**
The Developer is required to construct two Accessory Dwelling Units (ADUs) within the project pursuant to PMC Section 18.86.080, which will allow extended families to live near each other, increase the City's affordable housing stock, and provide opportunities for homeowners to generate additional income consistent with Housing Element Policy P-1.5 and General Plan policies 8-P-1, 8-P-2, 8-P-11.

A covenant shall be recorded limiting the amount of rent that may be charged for each ADU, consistent with the terms and conditions set forth in the Affordable Housing Agreement. Prior to the City's issuance of the first Certificate of Occupancy, the Developer agrees to enter into an Affordable Housing Agreement with the City consistent with applicable law, including Pittsburg Municipal Code Chapter 18.50.

The Developer agrees that the ADUs referenced in this Section shall not be built or otherwise allowed on adjoining lots without the prior written approval of the City Manager.

16. **East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan**
The Developer is required to obtain permit coverage under the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan ("ECCC HCP/NCCP"). The Developer shall complete an ECCC HCP/NCCP Planning Survey Report (PSR) for the Project. The PSR shall be submitted to and approved by the Planning Manager prior to issuance of the first building permit.

17. **Windows**
The Developer is required to provide sound walls and upper-floor windows of residences adjacent to the Union Pacific Railroad tracks (homes on Lots 11, 12, 13, and 14) to be upgraded to a Sound Transmission Class (STC) rating of 32. The proposed sound walls and upper-story windows will help ensure interior noise levels do not exceed 45 dB CNEL (Policy 12-P-6).

18. **RASP EIR Mitigation Measures**
The developer shall comply with the environmental impact mitigation measures identified below.

a) **AQ-1.1 Implement dust control measures.** To reduce particulate matter emissions during construction, the City shall ensure that all development proposed under the Railroad Avenue Specific Plan complies with the dust control strategies developed by BAAQMD. These dust control strategies shall include:
   i. Cover all trucks hauling construction and demolition debris from the site;
   ii. Water all exposed or disturbed soil surfaces at least twice daily;
   iii. Use watering to control dust generation during demolition of structures or break-up of pavement;
   iv. Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved parking areas and staging areas;
   v. Sweep daily (with water sweepers) all paved parking areas and staging areas during the earthwork phases of construction;
   vi. Provide daily clean-up of mud and dirt carried onto paved streets from the site;
   vii. Enclose, cover, water twice daily, or apply non-toxic soil binders to exposed stockpiles (dirt, sand, etc.);
   viii. Limit traffic speeds on unpaved roads to 15 mph;
   ix. Install sandbags or other erosion control measures to prevent silt runoff to public roadways; and
   x. Replant vegetation in disturbed areas as quickly as possible.

b) **AQ-1.2 Reduce emissions from heavy-duty diesel-powered equipment.** The City shall ensure that all development proposed under the Railroad Avenue Specific Plan implements measures to reduce the emissions of pollutants generated by heavy-duty diesel-powered equipment during demolition and construction:
   i. Keep all construction equipment in proper tune in accordance with manufacturer's specifications.
   ii. Use late model heavy-duty diesel-powered equipment at the Project Site to the extent that it is readily available in the San Francisco Bay Area.
   iii. Use diesel-powered equipment that has been retrofitted with after-treatment products (e.g., engine catalysts) to the extent that it is readily available in the San Francisco Bay Area.
   iv. Use low-emission diesel fuel for all heavy-duty diesel-powered equipment operating and refueling at the Project Site to the extent that it is readily available and cost effective in the San Francisco Bay Area (this does not apply to diesel-powered trucks traveling to and from the site.

v. Utilize alternative fuel construction equipment (i.e., compressed natural gas, liquid petroleum gas, and unleaded gasoline) to the extent that the equipment is readily available and cost effective in the San Francisco Bay Area.
vi. Limit truck and equipment idling time to five minutes or less.
vii. Rely on the electricity infrastructure surrounding the construction sites rather than electrical generators powered by internal combustion engines to the extent feasible.

c) **AQ-6.1 Develop and implement a plan to reduce operational air emissions.** Prior to approval of building entitlements and permits, the project developers shall be required to demonstrate to the City that stationary source emissions reduction measures have been included to reduce operational emissions resulting from development in the project area to the maximum extent practicable. A plan for reducing stationary sources shall be approved by City staff. The plan shall include measures such as, but not limited to, incorporating energy-saving appliances for heating and air conditioning units and energy efficient lighting.

d) **NO-1.1 Implement construction best management practices to reduce construction noise.** The construction contractor(s) shall implement the following measures during the construction under the Railroad Avenue Specific Plan:
i. Restrict construction activities to the hours of 8:00 a.m. to 5:00 p.m.
ii. Equipment and trucks used for project construction shall utilize the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures and acoustically attenuating shields or shrouds, wherever feasible).
iii. Impact tools (e.g., jackhammers, pavement breakers, and rock drills) used for project construction shall be hydraulically or
iv. electrically powered wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. However, where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler can lower noise levels from the exhaust by up to 10 dBA. External jackets on the tools themselves shall be used where feasible, and this could achieve a reduction of 5 dBA. Quieter procedures shall be used, such as drills rather than impact equipment, whenever feasible.
v. Construction contractor shall use “quiet” gasoline-powered compressors or other electric-powered compressors and use electric rather than gasoline or diesel-powered forklifts for small lifting.
vi. Stationary noise sources, such as temporary generators, shall be located as far from adjacent receptors as possible, and they shall

be muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to the extent feasible.

vii. Erect temporary plywood noise barriers around the construction site, to shield adjacent uses.

viii. Prohibit trucks from idling along residential streets serving the construction site.

e) **NO-3.1 Implement site and architectural design measures to reduce noise levels for new residential development with ambient noise levels greater than 65 dBA CNEL.** Per the General Plan, new development located near a roadway that produces noise levels greater than 65 dBA CNEL (measured at the façade of a proposed residential use) shall be required to have an acoustical analysis prepared by a qualified acoustical engineer to ensure that all feasible site planning and architectural design measures were incorporated to reduce interior noise levels to a maximum of 45 dB CNEL. Measures to achieve acceptable noise levels include adjusting the configuration of the proposed residential buildings and placing exterior living areas such as patios and balconies away from high traffic roadways. Recommendations from the acoustical study must be incorporated into building and site design and submitted to the City for approval prior to issuance of a building permit.

f) **BIO-1 Conduct a nesting bird survey within the Specific Plan Area.** Project applicants shall be required to comply with the following activities prior to construction during the nesting season, March 1st to August 1st. Outside the specified time period, no mitigation would be required.

1. Between March 1st and August 1st, the applicant shall have a qualified biologist conduct nest surveys 30 days prior to any demolition/construction activities that are within 500 feet of potential nest trees. A pre-construction survey report shall be submitted to (California Department of Fish and Wildlife, CDFW) and the City of Pittsburg that includes, at a minimum: (1) a description of the methodology including dates of field visits, the names of survey personnel with resumes, and a list of references cited, and persons contacted; and (2) a map showing the location(s) of any bird nests observed on the project site. This report shall be consistent with the requirements from the East Contra Costa County (Habitat Conservation Plan). If no active nests of the Migratory Bird Treaty Act, California Department of Fish and Game, or U.S. Fish and Wildlife Service protected species are identified then no further mitigation is required.
2. Should active bird nests be located in the survey area, the applicant, in consultation with the City of Pittsburg and CDFW, shall delay construction in the vicinity of active nest sites during the breeding season (March 1st through August 1st) while the nest is occupied with adults and/or young.

3. A qualified biologist shall monitor any occupied nest to determine when the nest is no longer used. If the construction cannot be delayed, avoidance shall include the establishment of a non-disturbance buffer zone around the nest site. The size of the buffer zone will be determined in consultation with the CDFW but will be a minimum of 100 feet. The buffer zone shall be delineated by highly visible temporary construction fencing.
4. No intensive disturbance (e.g., heavy equipment operation associated with construction or use of cranes) or other project related activities that could cause nest abandonment or forced fledging, shall be initiated within the established buffer zone of an active nest between March 1st and August 1st.
5. If demolition/construction activities are unavoidable within the buffer zone, the project applicant shall retain a qualified biologist to monitor the nest site to determine if construction activities are disturbing the adult or young birds. If abandonment occurs the biologist shall consult with CDFG or USFWS for the appropriate salvage measures. This could include taking any nestlings to a local wildlife rehabilitation center.
6. Trees that support active nests which are to be removed shall only be removed during the non-breeding, non-nesting season.

g) **CR-1 Treatment of unexpected paleontological resources.** Should paleontological resources be identified at project construction sites during any phase of construction, the construction contractor/supervisor shall cease operation at the site of the discovery and immediately notify the City of Pittsburg Planning Department. The project applicant shall retain a qualified paleontologist to provide an evaluation of the find and to prescribe mitigation measures to reduce impacts to a less- than-significant level. In considering any suggested mitigation proposed by the consulting paleontologist, the City of Pittsburg Planning Department shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the find, project design, costs, specific plan policies and land use assumptions, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work may proceed on other parts of the project site while mitigation for paleontological resources is carried out.

Engineering Conditions

Engineering Fees and Deposits:

19. **Major Subdivision Map Processing Fee**
The Developer shall pay the subdivision map processing fee according to the following amounts as applicable to the project:

1st – 3rd Final Map Check		4th Final Map Check+
5-50 lots	$4,000	$4,000 + $800/ea. additional map check
51-150 lots	$4,500	$4,500 + $1,065/ea. additional map check
151 or more	$5,000	$5,000 + $1,330/ea. additional map check

50% of this fee shall be submitted with the first plan submittal. The remaining balance shall be paid in full to the Engineering Division prior to the City Council's approval of the final map.

20. **Improvement Plan Check Fee**
The total improvement plan review fee is 4.5% of the engineer's estimate for the cost of improvements. An initial payment of 50% of the estimated total improvement plan review fee is to be submitted to the Engineering Division with the engineer's estimate with the first plans submittal. The remainder of the fee shall be due payable prior to the issuance of an Engineering Site Development Permit.

21. **Improvement Inspection Fee**
The Developer shall pay an Improvement Inspection Fee according to the following rates as applicable to the project:

Percent of Engineer's Estimate	Total Estimated Project Costs
7.5%	≥ $500,000
5%	$500,001 - $5 million
4.6%	$5 million<

The Improvement Inspection Fee shall be due payable prior to the issuance of an Engineering Site Development Permit.

22. **Grading Plan Check Deposit**
The total Grading Plan Review Fee is 2.5% of the engineer's estimated cost for grading, or it may be based upon cubic yards of earth disturbance as set forth in the City's Master Fee Schedule. An initial payment of 50% of the estimated total Grading Plan Review Fee is to be submitted to the Engineering Division with the engineer's estimate with the first plans submittal. The remainder of the fee shall be due payable prior to issuance of a Grading Permit.

23. **Grading Inspection Fee**
The Grading Inspection Fee is 3% of the engineer's estimated for the cost of grading. The Grading Inspection Fee may also be based upon an approved engineer's estimate of total cubic yards, according to the current schedule of grading fee charges as set forth in the City's Master Fee Schedule.

24. **In Lieu Parkland Dedication Fee**
The Developer shall pay an In-Lieu Parkland Dedication Fee equivalent to providing five acres of park area per one thousand persons residing within the new

development and shall be based on the fair market value of developed parkland, or as established with separate agreement as approved by the City Engineer.

25. **Facility Reserve Charge**
The Developer shall pay the City of Pittsburg Facilities Reserve Charge (PMC Chapters 13.08, 13.12 and 13.24) (the "FRC") to the Engineering Division, for water and sewer service in the amounts in effect when the applicant obtains a building permit.

26. **Local Traffic Mitigation Fee**
The Developer shall pay the Local Transportation Mitigation Fee (PMC Chapter 15.90) (the "LTMF") amount in effect when the applicant obtains a building permit. The Developer understands that the LTMF is reviewed and adjusted annually to the current Construction Cost Index (CCI) and may be increased at the City Council's discretion based on revised cost estimates for roadway and transit facilities and other factors that demonstrate an increase is needed to offset traffic impacts caused by the proposed development. The LTMF is calculated by dividing the total fee share of improvement costs by the total number of Dwelling Unit Equivalencies ("DUE") in the City, as described in PMC Chapter 15.90 and the Pittsburg Local Transportation Mitigation Fee Program Update, copies of which are available from the City.

27. **Regional Traffic Mitigation Fee**
The Developer shall pay the Regional Transportation-Development Impact Mitigation Fee (PMC Chapter 15.103) (the "RTDIM") amount in effect when the Developer obtains a building permit. The RTDIM will be automatically increased or decreased on January 1 of each year based on the percent change in the Engineering News-Record Construction Costs Index – San Francisco Bay Area, between September 1 and September 1 of the preceding two calendar years.

28. **Sanitary Sewer CCTV Inspection Deposit**
The Developer shall pay the sanitary sewer CCTV inspection deposit as set forth in the City's Master Fee Schedule. The current deposit amount is $1,000 for the first 1,000 linear feet of sewer main, plus $1.50/linear foot of additional sewer pipe.

29. **Storm Drain CCTV Inspection Deposit**
The Developer shall pay the storm drain CCTV inspection deposit as set forth in the City's Master Fee Schedule. The current deposit amount is $1,000 for the first 1,000 linear feet of storm drain main, plus $1.50/linear foot of additional storm-drain pipe.

30. **Geographical Information System**
The Developer shall pay the Geographic Information System fee as set forth in the City's Master Fee Schedule. The current fee is $114/dwelling unit for residential use.

31. **NPDES Plan Review Fee**
The Developer shall pay a National Pollutant Discharge Elimination System ("NPDES") plan review fee for review of stormwater control plans and processing of closeout agreements and/or review of Storm Water Pollution Prevention Plans ("SWPPP"). The current fee is:

- $3,933 for the first 10,000 sf up to 1st acre
- Add additional $145/acre for projects greater than 1 acre, up to the first 5 acres
- Add additional $32/acre for projects greater than 5 acres

32. **NPDES Site Inspection Deposit**
The Developer shall pay an NPDES inspection deposit for city staff's inspection of C.3 compliant facilities constructed, and/or inspection of construction site for compliance with Best Management Practices in accordance with the City's Municipal Regional Stormwater NPDES Permit. The current rate is:

- $15,000 for the first 10,000 sf up to 1st acre
- $30,000 for projects greater than 1 acre

This deposit shall remain in place for the duration of the first year of the proposed project. If the proposed project is completed prior to the project's one-year anniversary, the remaining balance of the deposit will be returned to the Developer.

33. **Supplemental Studies**
If additional engineering studies are deemed necessary by the City Engineer, i.e. geotechnical, structural, hydraulic, etc., or expedited reviews are requested by the Developer, the Developer shall pay for all costs related to the extra work. The costs may include the preparation of special studies, additional staff time, and/or reviews of the special studies if studies are prepared by the applicant's engineer.

<u>Engineering Submittals:</u>

34. **Electronic Submittals**
The Developer shall submit electronic, pdf. files of the engineering plans to the Engineering Division for review and approval through the Accela permitting portal. The plans shall be prepared by a registered civil engineer, to include but not be limited to the following:

- Site Plan
- Demolition Plan
- Grading and Drainage Plan
- Utilities Plan
- Landscaping and Irrigation Plan
- Joint Trench and Photometric Plan

- Signing and Striping Plan
- Offsite Improvements Due to Project Impacts

35. **Final Map**
The Developer shall submit the Final Map with closure calculations, prior to City Council's approval of each Final Map, Improvement, or Grading Plans.

36. **Geotechnical Report**
The Developer shall submit a current Geotechnical Report that supports the design features incorporated into the proposed project including, but not limited to, grading activities, compaction requirements, utility construction, slopes, retaining walls, and roadway sections. The Geotechnical Report shall be submitted to the Engineering Division for review prior to the approval of any civil plans and/or the issuance of an Engineering Permit.

37. **Record Drawings**
Before project acceptance, the Developer shall submit a complete set of record drawings to the Engineering Division, in an acceptable electronic format, that is AutoCAD compatible (including Final Maps, Grading Plans, Improvement Plans, Landscaping, Irrigation Plans, etc.).

National Pollutant Discharge Elimination System (NPDES):

38. **Permit Coverage under the State General Construction Permit**
The Developer shall submit a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board for coverage under the Construction general Permit, and a copy of the Stormwater Pollution Prevention Plan (SWPPP). The SWPPP shall identify Best Management Practices (BMPs) appropriate to the uses conducted on-site to effectively prohibit the entry of pollutants into storm water runoff. The SWPPP shall also include measures to prevent soil, dirt, and debris from entering the storm drain system, in accordance with California Stormwater Quality Association's (CASQA's) construction handbook.

39. **Stormwater Offsite Compliance**
In accordance with the Memorandum of Understanding executed with the City on May 16, 2016, and amended December 12, 2019, the Developer chooses to use offsite mitigation credits in lieu of constructing Low Impact Development (LID) stormwater facilities within the project site.

40. **Full Trash Capture Device.** The Developer shall install full trash capture devices, approved by the San Francisco Regional Water Quality Control Board, in all inlets within the project area. These devices shall be maintained in perpetuity by the Developer.

Utilities:

41. **Capacity Evaluation**
The Developer shall evaluate the existing, receiving storm, sewer, and water facilities for adequate capacity and provide the results to the City to identify any service or supply problems. The cost for installation of additional facilities required to be constructed to accommodate the project shall be borne by the Developer.

Traffic and Site Improvements:

42. **Parking**
The Developer understands that on-site street parking will not be permitted to maintain fire truck and emergency access.

43. **Curb Ramps**
The Developer shall provide ADA compliant curb returns.

44. **Walls**
The Developer shall install sound walls proposed at the railroad tracks and between the church and homes. Walls to be 8' tall.

45. **Traffic Plan**
The Developer shall include pavement striping, red curbs, signage, and dimensions of parking lot in plans.

Site Design Conditions:

46. **Sidewalks**
The Developer shall provide 4.5' wide sidewalks throughout the subdivision.

47. **Retaining Walls**
The Developer shall construct retaining walls made from concrete block, gravity concrete, or similar material when walls are required between lots.

48. **Sump Area Drainage**
The Developer shall provide a safe release of drainage from sump areas, without conveying water over private property, allowing water to drain without damaging private or public improvements in the event of blockage of the storm drain system.

49. **Water Conveyance**
The Developer shall provide proper water line size to meet the domestic and fire protection demands for the proposed subdivision.

50. **Fire Hydrants**
The Developer shall provide fire hydrant locations approved by Contra Costa County Fire Prevention District.

51. **Water Sampling Station**
The Developer shall provide a water sampling station as required by the City of Pittsburg Public Works Department.

52. **Utility Parcel Dedication**
The Developer shall create and dedicate utility parcels to the City rather than utility easements between lots.

53. **Water Use Calculations**
The Developer shall provide estimated water use calculations to show compliance with the City's water efficient landscape ordinance.

Engineering Exactions (CFD inclusion):

54. **Annexation Documentation for CFD 2005-1**
Community Facilities District 2005-1 is for Public Safety Services, the fee will provide funding for an increase of police coverage in the area. The rate of the CFD 2005-1 fee is subject to City Council Resolution No. 05-10342. The Developer shall deliver written approval in a manner acceptable to the City Engineer, that the owner of the parcel is electing to annex the subject property into the 2005-1 Public Safety Services Community Facilities District (CFD 2005-1), prior to the recordation of the Final Map.

55. **Annexation Documentation for CFD 2007-1**
Community Facilities District 2007-1 is for Park Maintenance. The rate of the CFD 2007-1 fee is subject to City Council Resolution No. 07-10698. The Developer shall deliver written approval in a manner acceptable to the City Engineer, that the owner of the parcel is electing to annex the subject property into the 2007-01 Park Maintenance Community Facilities District (CFD 2007-1), prior to the recordation of the Final Map.

56. **Annexation Documentation for CFD 2014-1**
Community Facilities District 2014-1 is for the Railroad Avenue Specific Plan (RASP) area. The rate of the CFD fee is subject to City Council Resolution No. 14-12094. The Developer shall pay the one-time CFD fee for Community Facilities District (CFD 2014-1), prior to issuance of any building permits.

Fees are assessed on a per lot basis depending on each lot's distance from the Bay Area Rapid Transit (BART) station within the RASP area for the fiscal year rates in place at time of building permit. Lots located within one-quarter mile of the BART station are located in Tax Zone 1. Lots located between one-quarter mile and one-half mile of the BART station are located in Tax Zone 2. Lots located beyond one-half mile of the BART station are located in Tax Zone 3. Lots that straddle the Tax Zone boundaries shall pay the higher of the Tax Zone fees. Therefore, lots 11, 12, 13, 14, 15, 5 and 6 are located fully or partially within Tax Zone 2. The remaining lots (17, 16, 4, 3, 2, 1, 7, 8, 9 and 10) are located fully within Tax Zone 3.

57. **Annexation Documentation for CFD 2016-1**
Community Facilities District 2016-1 is for the continuous maintenance of offsite stormwater treatment facilities constructed at Carion Court. The rate of the CFD 2016-1 fee is subject to City Council Resolution 16-13160. The Developer shall deliver written approval in a manner acceptable to the City Engineer, that the owner of the parcel is electing to annex the subject property into the Maintenance of Project Facilities Community Facilities District (CFD 2016-1), prior to the recordation of the Final Map.

58. **Annexation Documentation for CFD 2017-1**
Community Facilities District 2017-1 is for fire facilities and fire safety and emergency services. The rate of the CFD 2017-1 fee is subject to City Council Resolution No. 17-13311. The Developer shall deliver written approval in a manner acceptable to the City Engineer, that the owner of the parcel is electing to annex the subject property into the 2017-1 Fire Facilities and Fire Safety and Emergency Services Community Facilities District (CFD 2017-1), prior to the recordation of the Final Map.

Fire Conditions

59. The Contra Costa County Fire Protection District has development impact fees established in City of Pittsburg. Proposed projects within the development impact areas will need to pay the fees prior to Building Permit issuance.

60. Access as shown appears to comply with Fire District requirements.

Provide emergency apparatus access roadways with all-weather (paved) driving surfaces of not less than 20-feet unobstructed width, and not less than 13 feet 6 inches of vertical clearance, to within 150 feet of travel distance to all portions of the exterior walls of every building. Access shall have a minimum outside turning radius of 45 feet, and must be capable of supporting the imposed fire apparatus loading of 37 tons. (503) CFC

61. Access roadways of less than 28-feet unobstructed width shall have signs posted or curbs painted red with the words NO PARKING - FIRE LANE clearly marked. (22500.1) CVC, (503.3) CFC

Access roadways of 28 feet or greater, but less than 36-feet unobstructed width shall have NO PARKING - FIRE LANE signs posted, allowing for parking on one side only or curbs painted red with the words NO PARKING - FIRE LANE clearly marked. (22500.1) CVC, (503.3) CFC

62. The Developer shall provide an adequate and reliable water supply for fire protection with a minimum fire flow of 1000 GPM. Required flow must be delivered from not more than 1 hydrant flowing for a duration of 120 minutes while maintaining 20-pounds residual pressure in the main. (507.1), (B105) CFC

63. The Developer shall provide hydrants of the East Bay type in compliance with Chapter 5 and Appendix B and C of the California Fire Code. (C103.1) CFC.

64. A Land Development Permit is required for access and water supply review and approval prior to submitting building construction plans.

    The Developer shall submit a minimum of two (2) copies of full size, scaled site improvement plans indicating:

    All existing or proposed hydrant locations,
    Gates, fences, retaining walls, bio-retention basins, any obstructions to access.
    Fire apparatus access,
    Size of largest home and type of construction,
    Striping and signage plan to include "NO PARKING-FIRE LANE" markings.

    This is a separate submittal from the building construction plans. These plans shall be approved prior to submitting building plans for review. (501.3) CFC

65. Emergency apparatus access roadways and hydrants shall be installed, in service, and inspected by the Fire District prior to construction or combustible storage on site. (501.4) CFC

    Note: A temporary aggregate base or asphalt grindings roadway is not considered an all-weather surface for emergency apparatus access. The first lift of asphalt concrete paving shall be installed as the minimum roadway material and must be engineered to support the designated gross vehicle weight of 37 tons.

66. The homes as proposed shall be protected with an approved automatic fire sprinkler system complying with the 2016 edition of NFPA 13D / R or Section R313.3 of the 2019 California Residential Code. Submit a minimum of two (2) sets of plans to this office for review and approval prior to installation. (903.2) CFC, (R313.3) CRC, Contra Costa County Ordinance 2019-37.

67. The Developer shall provide traffic signal pre-emption systems (Opticom) on any new or modified traffic signals installed with this development. (21351) CVC

68. Development on any parcel in this subdivision shall be subject to review and approval by the Fire District to ensure compliance with minimum requirements related to fire and life safety. Submit three (3) sets of plans to the Fire District prior to obtaining a building permit. (501.3) CFC

69. The owner or the owner's authorized agent shall be responsible for the development, implementation and maintenance of a written plan establishing a fire prevention program at the project site applicable throughout all phases of the construction. The plan shall be made available for review by the fire code official upon request. (Ch.33) CFC

The fire prevention program superintendent shall develop and maintain an approved prefire plan in cooperation with the fire chief. The fire chief and fire code official shall be notified of changes affecting the utilization of information contained in such prefire plans. (Ch.33) CFC

Standard Conditions

70. **Standard Conditions of Development**
The Standard Conditions of Development, as adopted by the Pittsburg Planning Commission by Resolution No. 8931, shall apply as conditions of approval for this project as applicable. Where there is a conflict between the Standard Conditions and the project-specific conditions identified in this resolution, the specific conditions of this resolution shall govern.

71. **Design of Storm Drain, Water, and Sewer Facilities**
The design and construction of storm drain, water, and sewer facilities shall be in accordance with PMC Section 17.28.020.

72. **Compliance with PMC Title 12, 13, and 15**
All site development shall comply with PMC Title 12 (Streets, Sidewalks, and Utilities), Title 13 (Water and Sewers), and Title 15 (Buildings and Construction) as determined by the City Engineer. Issuance of a site development permit will be required whereby specific engineering requirements will be made as conditions of approval.

73. **Undergrounding of Utilities**
All utility boxes and/or transformers shall be undergrounded. Where undergrounding is deemed infeasible or not recommended by Pacific Gas & Electric (PG&E), utility boxes and/or transformers shall be masked by either faux stone utility box covers or a landscape screen. Screening mechanism shall be approved by the Planning Manager prior to installation.

74. **Other Agency Requirements**
The Developer shall comply with all the requirements of the Community Development Department and all other applicable local, state, and federal agencies.

75. **Indemnification**
Developer agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person challenging the validity of this project approval, subsequent project approval, or other action arising out of, or in connection with, this project approval. The parties shall cooperate in defending such action or proceeding. The parties shall use reasonable efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel at developer's sole cost and

expense. Developer may select its own legal counsel to represent developer's interests at developer's sole cost and expense. Developer shall pay for City's costs of defense, whether directly or by timely reimbursement to City on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorneys' fees expended by City in defense of any such action or other proceeding, plus staff and City Attorney time spent responding to and defending the claim, action or proceeding.

76. **Vesting Tentative Map Expiration**
The conditional approval of the Vesting Tentative Map expires 36 months after the adoption of this resolution, in accordance with PMC section 17.20.070(a). The expiration of the map terminates all proceedings and no final or parcel map may be filed without first processing a new tentative map. An extension of approval may be granted by the Planning Commission upon application to the Planning Division before the map expiration date.

77. **Design Review Approval Expiration**
The conditional Design Review approval of the Vesting Tentative Map for Subdivision 9550, Landscape Plans, Master Plot Plan, and Architectural Plans, and Street Elevations will expire 24 months after the adoption of this resolution, unless a building permit or grading permit has been issued or a written request for extension is filed with the Planning Division prior to the expiration date and subsequently approved by the Planning Commission. The approval shall be valid for no more than six months from the date of building or grading permit issuance unless work is commenced and diligently pursued prior to the expiration of the building or grading permit.

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Approving a Zoning Map Amendment for a 17-Lot, Single-Family Residential Subdivision at 360 Central Avenue, for "Liberty Residential Subdivision Phase II, AP-21-1599 (GP, RZ, SUBD, DR)."	)	ORDINANCE NO.

The PITTSBURG City Council DOES ORDAIN as follows:

SECTION 1. Recitals.

A. On September 21, 2021, Louis Parsons of Discovery Builders, Inc., filed Planning Application No. AP-21-1599 (GP, RZ, SUBD, DR), requesting approval of: 1) a General Plan Map Amendment to change the parcel's land use designation from Low Density Residential to Medium Density Residential, 2) a Zoning Map Amendment to rezone the parcel from RS-5 (Residential Single Family 5,000 square-foot minimum lot size) to PD (Planned Development), 3) a Vesting Tentative Map for a 17-lot Major Subdivision; and 4) Design Review. The project site is located at 360 Central Avenue. Assessor Parcel Number 086-151-002.

B. The proposed project is governed by the applicable goals and policies of the Pittsburg General Plan, the Pittsburg Municipal Code (PMC), and the City's adopted Design Review and Development Guidelines (DRDGs; Planning Commission Resolution No. 9864).

C. The proposed project statutorily exempt from the requirements of the California Environmental Quality Act (CEQA) under Section 15182 (Projects Pursuant to a Specific Plan) of the State CEQA Guidelines. Government Code section 65457(a) provides that any residential development project, including any subdivision, or any zoning change that is undertaken to implement and is consistent with a Specific Plan for which an Environmental Impact Report has been certified after January 1, 1980, is exempt from the requirements of CEQA. This exemption is also codified in the CEQA Guidelines, section 15182(c).

D. Pursuant to PMC sections 18.16.02 and 18.48.030, the City Council, upon recommendation of the Planning Commission, may approve a zoning map amendment if it finds that: 1) the change proposed is consistent with the objectives, policies, general land uses and programs specified in the General Plan and applicable specific plan; 2) a community need is demonstrated for the change proposed; and 3) its adoption will be in conformity with public convenience, general welfare and good zoning practice.

E. On August 9, 2022, after conducting a duly noticed public hearing, the Planning Commission adopted Resolution No. 10196, recommending approval of the proposal in its entirety, including the requested Zoning Map Amendment.

F. On or prior to Friday, September 9, 2022, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020.A - D, a "Notice of Public Hearing," for the September 19, 2022, public hearing on this item was published in the East County Times; was posted at City Hall; was delivered for posting at the Pittsburg Library; and was mailed via first class or electronic mail to the applicant, to the property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies whose services might be affected by this project, and to individuals who had previously filed written request for such notice.

G. On September 19, 2022, the City Council held a duly-noticed public hearing to: 1) introduce and waive further reading of this ordinance approving the proposed Zoning Map Amendment; and 2) adopt a resolution approving the proposed General Plan Map Amendment, Vesting Tentative Map and Design Review, at which time oral and/or written testimony was considered.

SECTION 2. Findings.

A. Based on the City Council Staff Report entitled, "Adoption of a Resolution and Introduction and Waive First Reading of an Ordinance Approving Liberty Residential Subdivision Phase II, AP-21-1599 (GP, RZ, SUBD, DR)," dated September 19, 2022, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing, the City Council finds that:

1. All recitals above are true and correct and are incorporated herein by reference.

Zoning Map Amendment:

2. The proposed amendment to the Zoning Map is consistent with the objectives, policies, general land uses, and programs specified in the General Plan in that:

   a. The proposed project will be developed on an infill site, thereby helping the City maintain a compact urban form within the City's projected municipal boundary (Goal 2-G-1).

   b. The proposed project will provide medium intensity single-family residential near the Downtown and in an area accessible to transit and services (Goals 2-G-4 and 3-G-3). The project site is within a half-mile distance of the Pittsburg Center BART Station and a quarter-mile of two bus stops located near the intersections of Railroad Avenue/Central Avenue and Harbor Street/Central Avenue (Tri Delta Transit Routes 381 and 387).

   c. The proposed project will expand Pittsburg's housing diversity by providing single-family development on smaller lots ranging from

approximately 2,000 to 4,200 square feet (Goal 2-G-5 and Housing Goal G-1).

d. The proposed project will utilize a Planned Development (PD) zoning, in part, to achieve a high-quality design outcome (Policy 2-P-5).

e. The proposed project will pay its share of the costs for the construction of facilities needed to serve the development (Policy 3-P-1, 3-P-13, and 7-P-2). The proposed project will comply with conditions of approval requiring payment of the Facilities Reserve Charge, Local Traffic Mitigation Fee (LTMF), and Regional Transportation Development Impact Mitigation Fee (RT-DIM) in accordance with the Pittsburg Municipal Code.

f. The proposed project will promote the public health, safety, and general welfare in that it requires the Developer to: a) pay fees to finance unmet local and regional traffic improvement needs; b) annex the site into the City's Community Facilities District (CFD) 2007-1 for park maintenance; c) annex the site into the City's CFD 2016-1 for maintenance of off-site stormwater facilities; d) annex the site into the City's CFD 2005-1 for police and other emergency services; e) annex the site into the City's CFD 2014-1 for Railroad Avenue Specific Plan improvements and f) annex the site into the City's CFD 2017-1 for fire facilities and fire safety and emergency services.

g. The proposed project will be built in an area where public facilities and infrastructure are already available (Policy 3-P-1).

h. The existing transportation system has adequate capacity to accommodate the proposed project (Policy 3-P-2). Residents of the proposed project will have multiple transportation options available to them as the site is located near BART, Tri-Delta Transit, and bicycle lanes.

i. The Developer was not required to prepare a traffic impact study because the proposed project is expected to generate under 100 net new peak hour trips (Policy 3-P-5).

j. The proposed project will provide safe and contiguous routes for pedestrians and bicyclists (Policy 3-P-17, 7-P-34, and 7-P-40) in that there is an existing Class II bicycle lane along Central Avenue.

k. The proposed project focuses single-family residential on a site that has been designated as a Priority Development Area under the Metropolitan Transportation Commission and Association of Bay Area Government's FOCUS Program (Policy 3-P-18 and Housing Policy P-1.1 D).

l. The proposed project will promote the development and intensification of the Downtown commercial core as neighborhood retail center by

increasing the demand for retail and other amenities (Goal 5-G-2).

m. The proposed project will encourage walking as a regular means of transportation due to the site's proximity to various amenities (Goal 7-G-15). The project site is within a half-mile distance of Marina Vista Elementary School, Pittsburg High School, City Park, John Buckley Square, the Pittsburg Center BART Station, and the Downtown commercial core.

n. The proposed project will include bicycle racks in each garage for secure bicycle parking (Policy 7-P-45).

o. The Developer was not encouraged to dedicate a public park because the proposed development includes less than 150 units (Policy 8-P-16).

p. The Developer will equitably share the costs associated with providing water and wastewater services to the proposed project through payment of the Pittsburg Facilities Reserve Charge (Policy 11-P-7 and 11-P-18).

q. The proposed project will include sound walls along the north and south perimeter and provide upper-floor windows of residences adjacent to the UPRR tracks (homes on Lots 11-14) to be upgraded to a Sound Transmission Class (STC) rating of 32. The proposed sound walls and upper-story windows will help ensure interior noise levels do not exceed 45 dB CNEL (Policy 12-P-6).

r. The proposed Zoning Map amendment is for a project site that is vacant, underutilized, and appropriate for higher-density residential use given its proximity to schools, parks, transit, and commercial amenities (Housing Element Policy P-1.1 B).

s. The proposed project will provide market-rate housing near in the Downtown and increase demand for economic activity in nearby shopping centers (Housing Policy P-1.2).

t. The proposed project will provide two, single-family homes with Accessory Dwelling Units (ADUs) that would allow extended families to live near each other, increase the affordable and rental housing stock, and provide income assistance to homeowners (Housing Policy P-1.5).

u. The proposed project will help attain the City's Regional Housing Needs Allocation for moderate and above-moderate income households (Policy P-1.6).

v. The proposed project will comply with conditions of approval requiring construction of quality home designs to ensure future residents will enjoy an attractive living environment (Housing Goal G-5 and Policy P-5.1).

3. The proposed amendment to the Zoning Map is compatible with the uses

authorized in, and the regulations prescribed for, the land use district for which it is prepared, in that the land uses allowed in the proposed 'PD District' will be the same as those allowed in the 'RS-4 (Single-Family Residential) District' and the development regulations for the proposed 'PD District' will be those specified in the PD Plan in Exhibit B of this resolution.

4. There is a community need for the proposed zoning change, in that the amendment will facilitate occupancy of a long-standing vacant site in accordance with the City's housing goals calling for development of a variety of housing types, densities, and prices to balance the City's housing stock and to meet Pittsburg's regional fair share housing needs for people of all income levels. Providing 57 small-lot, market-rate residential units along with six income-restricted accessory units at the site will provide diverse housing options for residents and create an opportunity for more residents to utilize the Pittsburg Center BART Station and other public transit opportunities.

5. The proposed zoning amendment will be in conformity with public convenience, general welfare, and good zoning practice, in that the amendment will facilitate development of a long-standing vacant site, which could help to eradicate existing problems that come with vacant sites, such as illegal dumping and loitering. Additionally, the proposed project will add additional residents to the area who may frequent the established and potential commercial uses envisioned along Railroad Avenue. In addition, the site's proximity to both the Pittsburg Center BART Station and two existing bus routes presents an opportunity for more residents to utilize public transit opportunities.

SECTION 3. Decision.

Based on the findings and the authority set forth above, the City Council hereby:

A. Amends the Zoning Map, as referenced in Pittsburg Municipal Code, Title 18 (Zoning Ordinance) section 18.04.020, to change the zoning for the project site from RS-5 District to 'PD' District and adopting specific land use and development regulations as substantially presented in Exhibit A of this resolution.

SECTION 4. Effective Date

This Ordinance shall be in full force and effective thirty (30) days after its adoption.

SECTION 5. Publication.

The City Clerk shall either (a) have this ordinance published once within 15 days after adoption in a newspaper of general circulation or (b) have a summary of the ordinance published twice in a newspaper of general circulation, once 5 days before its adoption and again 20 days after its adoption.

The foregoing ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on September 19, 2022, and was adopted and ordered published at a meeting of the City Council held on October 3, 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

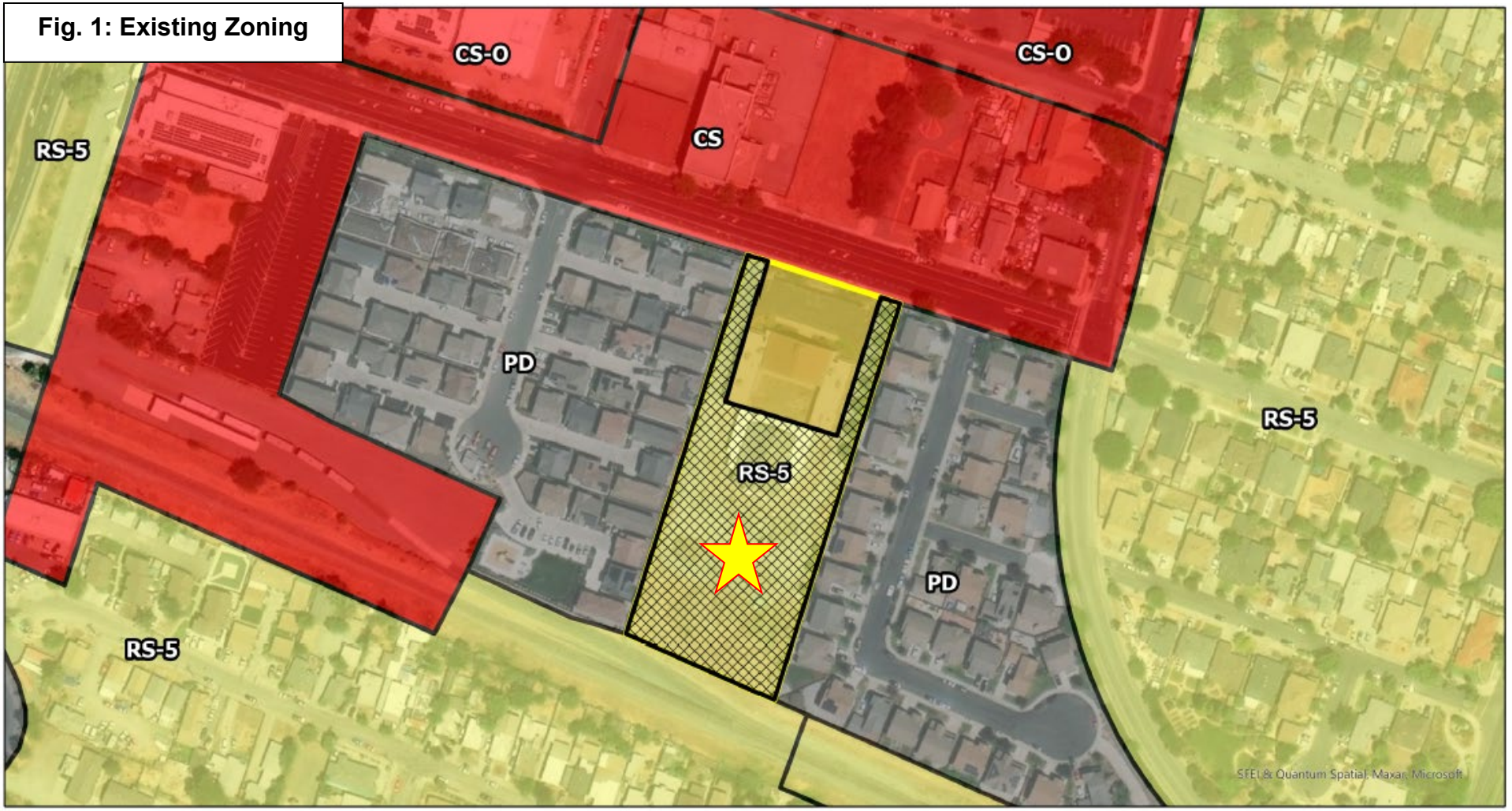
ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Fig. 1: Existing Zoning



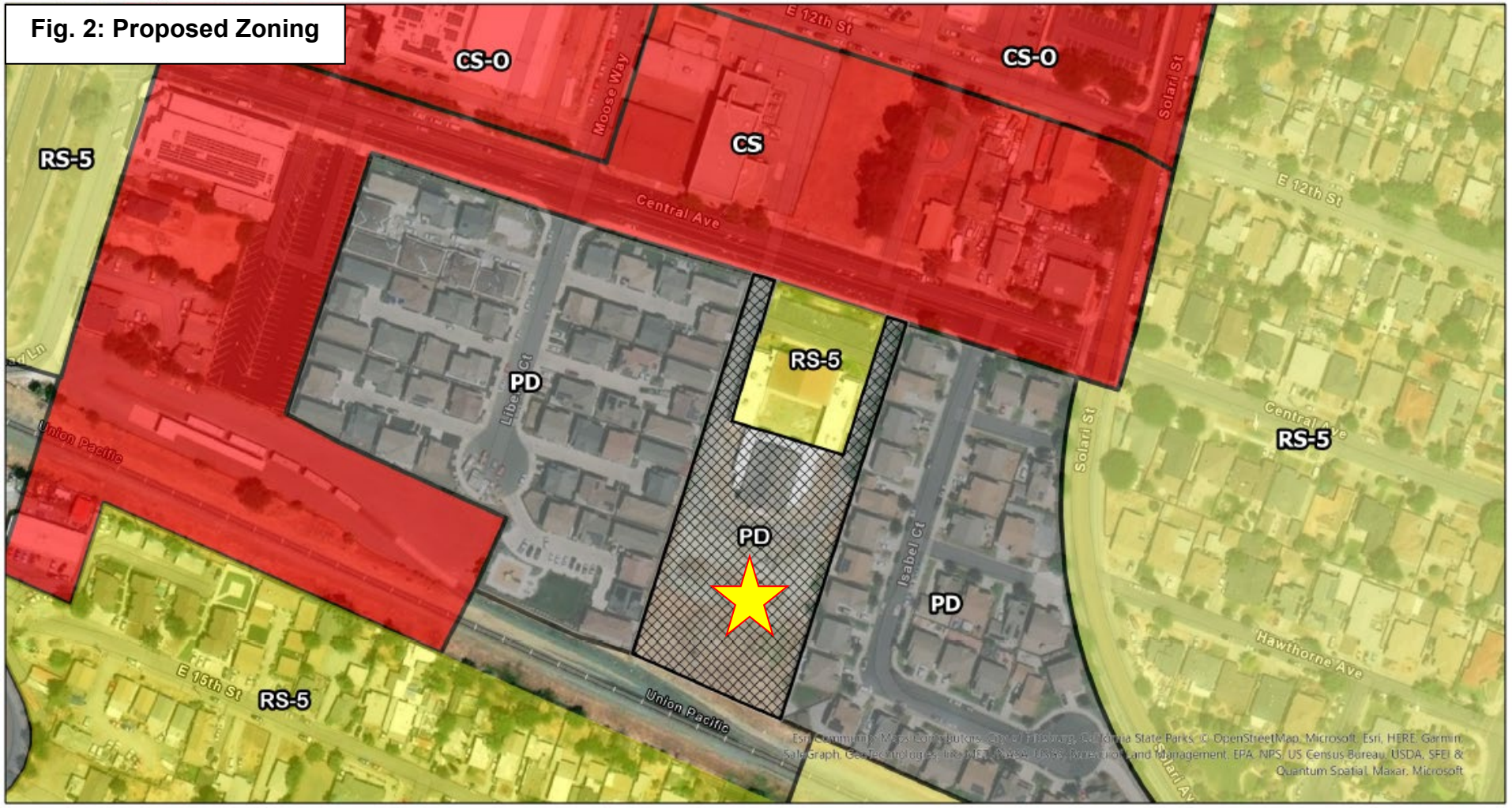
Existing Zoning District(Current APN:086-151-002)
360 Central Ave, Pittsburg, CA,94565
0 140 280 560 Feet
Scale: 1:1,700

N

Legend
Project Site
Zoning
CS,Service Commercial
CS-O,Service Commercial-Limited Overlay
PD,Planned Development
RS-5,Single Family Residential (5,000 sf min. lot size)

City of Pittsburg

Fig. 2: Proposed Zoning



Proposed Zoning District(Current APN:086-151-002)
360 Central Ave, Pittsburg, CA,94565
0 145 290 580 Feet
Scale: 1:1,700

Legend
Project Site
Zoning
CS,Service Commercial
CS-O,Service Commercial-Limited Overlay
PD,Planned Development
RS-5,Single Family Residential (5,000 sf min. lot size)

City of Pittsburg

Purpose and Applicability
The purpose of this PD Plan is to establish land use and development regulations for a 17-unit, single-family residential subdivision on a 1.8-acre site located 360 Central Avenue (APN: 086-151-002).

Land Use Regulations
The land uses allowed in the PD (Planned Development) District (shown in Figure 2) shall be the same as those allowed in the RS-4 (Single-Family Residential) District (Pittsburg Municipal Code [PMC] Chapter 18.50).

Development Regulations
Except as indicated in the table at right, all development regulations of the PD District shall be the same as those of the RS-4 District. Use and development of the property would also comply with Article 3 (Performance Standards), Article 5 (Home Occupations) of PMC Chapter 18.50 and with the Off-Street Parking Requirements of PMC Chapter 18.78.

PD Development Regulations	
Min. Lot Size	2,000 sq. ft.
Min. Lot Width	40 ft.
Min. Front Yard (fronting on private road)	4 ft.
Min. Corner Side Yard (next to private road)	4 ft.
Min. Interior Side Yard	4 ft.
Min. Rear Yard	4 ft.
Max. Encroachment into a Required Yard	1 ft.
Max. Lot Coverage	60%
Max. Building Height	28 ft.

BEFORE THE PLANNING COMMISSION OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Recommending City Council Approval of a General Plan Map Amendment, Rezoning, Vesting Tentative Subdivision Map, and Design Review for a 17-Unit, Single-Family Residential Subdivision at 360 Central Avenue, for "Liberty Residential Subdivision Phase II, AP-21-1599 (GP, RZ, SUBD, DR)."

Resolution No. 10196

The Planning Commission DOES RESOLVE as follows:

Section 1. Background

A. On November 17, 2020, Louis Parsons of Discovery Builders, Inc., filed Planning Application No. AP-21-1556 (PPR), requesting Preliminary Plan Review of a conceptual plan for an 18-unit, single-family development on a 1.8-acre parcel located at 360 Central Avenue. Assessor's Parcel No. 086-151-002.

B. On April 16, 2021, Pittsburg Planning Staff presented the conceptual plan (AP-21-1556 PPR) to the City of Pittsburg Land Use Subcommittee (LUS).

C. Following feedback from the LUS, on September 21, 2021, Louis Parsons of Discovery Builders, Inc., filed Planning Application No. AP-21-1599 (GP, RZ, SUBD, DR), requesting: 1) a General Plan map amendment to change the parcel's land use designation from 'Low Density Residential' to 'Medium Density Residential,', 2) a Zoning Map amendment to rezone the parcel from RS-5 (Residential Single Family 5,000 square-foot minimum lot size) to PD (Planned Development), 3) a Vesting Tentative Map for a 17-lot Major Subdivision and 4) Design Review on a 1.8-acre parcel located at 360 Central Avenue. Assessor's Parcel No. 086-151-002.

D. The proposed project is governed by the applicable goals and policies of the Pittsburg General Plan (General Plan) and the Pittsburg Municipal Code (PMC).

E. Pursuant to PMC section 17.16.100, an applicant may request that two or more applications for separate discretionary approvals, including zoning amendments under PMC Title 18, requested or required in conjunction with a project be consolidated.

F. Under Government Code section 65358, the legislative body of a local

government agency may amend its General Plan, in whole or in part, if it finds that the amendment would be in the public interest. No more than four General Plan amendments to each required element may be adopted within one calendar year. In this calendar year so far, the City Council has not adopted any amendments to the General Plan Land Use Element.

G. The California Government Code and PMC identify the Planning Commission as the advisory body to the City Council on amendments to the General Plan. Government Code section 65353(a) requires that the Planning Commission conduct at least one public hearing prior to making its recommendation on a proposed General Plan amendment.

H. PMC section 18.16.020 identifies the Planning Commission as the advisory body to the City Council on proposed zoning changes, and requires that the Planning Commission determine, prior to making its recommendation, that:

1. the change proposed is consistent with the objectives, policies, general land uses and programs specified in the General Plan and applicable specific plan;

2. in the case of a base district, overlay district or general land use regulation, the change proposed is compatible with the uses authorized in, and the regulations prescribed for, the land use district for which it is proposed;

3. a community need is demonstrated for the change proposed; and

4. its adoption will be in conformity with public convenience, general welfare and good zoning practice.

I. PMC section 17.12.010 identifies the Planning Commission as the advisory body to the City Council on proposed tentative maps when consolidated with one or more applications for other approvals which are subject to final approval by the City Council. In order to recommend City Council approval of a Vesting Tentative Map, the Planning Commission must determine, in accordance with PMC section 17.20.060(c), that:

1. the proposed map is consistent with the General Plan and any applicable specific plan, or other applicable provision of PMC;

2. the site is physically suitable for the type of development;

3. the site is physically suitable for the proposed density of development;

4. the design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure

fish or wildlife or their habitat;

5. the design of the subdivision or the type of improvements will not cause serious public health problems; and

6. the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

J. Pursuant to PMC section 18.36.230, the Planning Commission shall discuss the application for Design Review approval and integrate it with the land use approval process applicable to the project. In order to recommend Design Review approval (pursuant to the direction of PMC section 18.36.230), the Planning Commission must determine, in accordance with PMC section 18.36.220.B, that:

1. the structure conforms with good taste, good design and in general contributes to the character and image of the City as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality;

2. the structure will be protected against exterior and interior noise, vibrations and other factors that may tend to make the environment less desirable;

3. the exterior design and appearance of the structure is not of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value;

4. the structure is in harmony with proposed developments on land in the general area; and

5. the application conforms with the criteria set forth in any applicable City adopted design guidelines.

K. The proposed project is statutorily exempt from the requirements of the California Environmental Quality Act (CEQA) under Section 15182 (Projects Pursuant to a Specific Plan) of the State CEQA Guidelines (Public Resources Code section 21080).

L. On Friday, July 29, 2022, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020 A, B, and D, a "Notice of Public Hearing," for the August 9, 2022, public hearing on this item was published in the East County Times; was posted at City Hall; was delivered for posting at the Pittsburg Library; was posted at the project site; was posted on the "Public Notices" section of the City's website and was mailed via first class or electronic mail to the applicant, to the property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies whose services

might be affected by this project, and to individuals who had previously filed written request for such notice. In addition, a copy of the notice was posted on www.nextdoor.com ("Nextdoor") and was sent directly to all subscribed residents in the "Harbor and School Street" neighborhood.

M. On August 9, 2022, the Planning Commission held a public hearing on Planning Application No. AP-21-1599 (GP, RZ, SUBD, DR), at which time additional oral and/or written testimony was considered.

Section 2. Findings

A. Based on the Planning Commission staff report entitled, "Liberty Residential Subdivision Phase II, AP-21-1599 (GP, RZ, SUBD, DR), dated August 9, 2022, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing, the Planning Commission finds that:

1. All recitals above are true and correct and are incorporated herein by reference.

General Plan:

2. The proposed amendments to the General Plan are in the public interest, in that the proposed land use change will facilitate quality residential development, promote the reuse and revitalization of a dilapidated site, help the City maintain a compact urban form, and promote a diversity of housing types and densities near the Pittsburg Center BART Station. The proposed project will also enhance the visual quality of the area and increase the number of residents within the area that naturally monitor the streetscape and one another, enhancing community safety.

Zoning Map:

3. The proposed amendment to the Zoning Map is consistent with the objectives, policies, general land uses and programs specified in the General Plan in that:

   a. The proposed project will be developed on an infill site, thereby helping the City maintain a compact urban form within the City's projected municipal boundary (Goal 2-G-1).

   b. The proposed project will provide medium intensity single-family residential near the Downtown and in an area accessible to transit and services (Goals 2-G-4 and 3-G-3). The project site is within a half-mile distance of the Pittsburg Center BART Station and a

quarter-mile of two bus stops located near the intersections of Railroad Avenue/Central Avenue and Harbor Street/Central Avenue (Tri Delta Transit Routes 381 and 387).

c. The proposed project will expand Pittsburg's housing diversity by providing single-family development on smaller lots ranging from approximately 2,000 to 4,200 square feet (Goal 2-G-5 and Housing Goal G-1).

d. The proposed project will utilize a Planned Development (PD) zoning, in part, to achieve a high-quality design outcome (Policy 2-P-5).

e. The proposed project will pay its share of the costs for the construction of facilities needed to serve the development (Policy 3-P-1, 3-P-13, and 7-P-2). The proposed project will comply with conditions of approval requiring payment of the Facilities Reserve Charge, Local Traffic Mitigation Fee (LTMF), and Regional Transportation Development Impact Mitigation Fee (RT-DIM) in accordance with the Pittsburg Municipal Code.

f. The proposed project will promote the public health, safety, and general welfare in that it requires the Developer to: a) pay fees to finance unmet local and regional traffic improvement needs; b) annex the site into the City's Community Facilities District (CFD) 2007-1 for park maintenance; c) annex the site into the City's CFD 2016-1 for maintenance of off-site stormwater facilities; d) annex the site into the City's CFD 2005-1 for police and other emergency services; e) annex the site into the City's CFD 2014-1 for Railroad Avenue Specific Plan improvements and f) annex the site into the City's CFD 2017-1 for fire facilities and fire safety and emergency services.

g. The proposed project will be built in an area where public facilities and infrastructure are already available (Policy 3-P-1).

h. The existing transportation system has adequate capacity to accommodate the proposed project (Policy 3-P-2). Residents of the proposed project will have multiple transportation options available to them as the site is located near BART, Tri-Delta Transit, and bicycle lanes.

i. The Developer was not required to prepare a traffic impact study because the proposed project is expected to generate under 100 net new peak hour trips (Policy 3-P-5).

j. The proposed project will provide safe and contiguous routes for pedestrians and bicyclists (Policy 3-P-17, 7-P-34, and 7-P-40) in that there is an existing Class II bicycle lane along Central Avenue.

k. The proposed project focuses single-family residential on a site that has been designated as a Priority Development Area under the Metropolitan Transportation Commission and Association of Bay Area Government's FOCUS Program (Policy 3-P-18 and Housing Policy P-1.1 D).

l. The proposed project will promote the development and intensification of the Downtown commercial core as neighborhood retail center by increasing the demand for retail and other amenities (Goal 5-G-2).

m. The proposed project will encourage walking as a regular means of transportation due to the site's proximity to various amenities (Goal 7-G-15). The project site is within a half-mile distance of Marina Vista Elementary School, Pittsburg High School, City Park, John Buckley Square, the Pittsburg Center BART Station, and the Downtown commercial core.

n. The proposed project will include bicycle racks in each garage for secure bicycle parking (Policy 7-P-45).

o. The Developer was not encouraged to dedicate a public park because the proposed development includes less than 150 units (Policy 8-P-16).

p. The Developer will equitably share the costs associated with providing water and wastewater services to the proposed project through payment of the Pittsburg Facilities Reserve Charge (Policy 11-P-7 and 11-P-18).

q. The proposed project will include sound walls along the north and south perimeter and provide upper-floor windows of residences adjacent to the UPRR tracks (homes on Lots 11-14) to be upgraded to a Sound Transmission Class (STC) rating of 32. The proposed sound walls and upper-story windows will help ensure interior noise levels do not exceed 45 dB CNEL (Policy 12-P-6).

r. The proposed Zoning Map amendment is for a project site that is vacant, underutilized, and appropriate for higher-density residential use given its proximity to schools, parks, transit, and commercial amenities (Housing Element Policy P-1.1 B).

s. The proposed project will provide market-rate housing near in the Downtown and increase demand for economic activity in nearby shopping centers (Housing Policy P-1.2).

t. The proposed project will provide two, single-family homes with Accessory Dwelling Units (ADUs) that would allow extended families to live near each other, increase the affordable and rental housing stock, and provide income assistance to homeowners (Housing Policy P-1.5).

u. The proposed project will help attain the City's Regional Housing Needs Allocation for moderate and above-moderate income households (Policy P-1.6).

v. The proposed project will comply with conditions of approval requiring construction of quality home designs to ensure future residents will enjoy an attractive living environment (Housing Goal G-5 and Policy P-5.1).

4. The proposed amendment to the Zoning Map is compatible with the uses authorized in, and the regulations prescribed for, the land use district for which it is prepared, in that the land uses allowed in the proposed 'PD District' will be the same as those allowed in the 'RS-4 (Single-Family Residential) District' and the development regulations for the proposed 'PD District' will be those specified in the PD Plan in Exhibit B of this resolution.

5. There is a community need for the proposed change to the Zoning Map, in that the amendment will facilitate occupancy of a long-standing vacant site in accordance with the City's housing goals calling for development of a variety of housing types, densities, and prices to balance the City's housing stock and to meet Pittsburg's regional fair share housing needs for people of all income levels. Providing 17 small-lot, market-rate residential units along with two rent-restricted ADUs at the site will provide diverse housing options for residents and create an opportunity for more residents to utilize the Pittsburg Center BART Station and other public transit opportunities.

6. The proposed amendment to the Zoning Map will be in conformity with public convenience, general welfare, and good zoning practice, in that the amendment will facilitate development of a dilapidated site. Additionally, the proposed project will add additional residents to the area who may frequent the established and potential commercial uses envisioned along Railroad Avenue. In addition, the site's proximity to both the Pittsburg Center BART Station and two existing bus routes presents an opportunity for more residents to utilize public transit opportunities.

Vesting Tentative Map for Major Subdivision:

7. The Vesting Tentative Map for the proposed 17-lot, Major Subdivision is consistent with the proposed General Plan land use designation of Medium Density Residential, as described in Section 2.A.3 above.

8. The project site is physically suitable for the type of development proposed in that the site is flat and surrounded by existing infrastructure, minimizing the amount of work and investment needed to extend utilities and services to the site.

9. The project site is physically suitable for the proposed density of development, in that the site is flat and surrounded by existing, established development. Further, the site is located within one-half mile of the Pittsburg Center BART Station, and less than a quarter-mile from two existing bus routes, making it an appropriate location for a medium-density residential development, as defined by the City's General Plan.

10. The design of the proposed subdivision and accompanying improvements will not cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat, in that the project is statutorily exempt from the requirements of the California Environmental Quality Act (CEQA) under Section 15182 (Projects Pursuant to a Specific Plan) of the State CEQA Guidelines (Public Resources Code section 21080).

11. The design of the subdivision and type of improvements proposed will not cause serious public health problems, in that the Phase I Environmental Site Assessment revealed no evidence of hazardous substances or petroleum products in connection with the project site.

12. The design of the subdivision and type of improvements proposed will not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision, in that there are no existing public access easements on the site. The proposed Vesting Tentative Map includes a new private street that will connect the development to existing public roadways, and the new private street will be of sufficient width to accommodate automobile and emergency vehicle access into and around the site.

Design Review:

13. The proposed project conforms with good taste, good design and in general contributes to the character and image of the City as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high

quality, in that the proposed house models feature an attractive architectural design characterized by a mixture of hipped and gable-end roofs with high-quality, concrete tile roofing material; stucco siding with horizontal trim, corbels, and simulated stone veneer; and a mixture of single-hung and sliding glass windows with faux shutters, or decorative wrought iron railings. The proposed project will also provide an attractive outdoor environment for residents. The Developer will install a variety of colorful, drought-tolerant landscaping and a decorative, masonry sound wall with wall caps and simulated stone veneer at each wall pilaster. Residential front yards will feature drought-tolerant plants and blooming street trees that will provide seasonal color throughout the subdivision.

14. The proposed project will be protected against exterior and interior noise, vibrations and other factors which may tend to make the environment less desirable, in that the project will be built to standard building codes that dictate maximum noise levels for the interiors of residential units.

15. The exterior design of the proposed project is not of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value. Rather, the proposed project will enhance the neighborhood's appearance and value, in that it will result in a highly attractive environment utilizing a variety of compatible house and front yard landscape designs. The proposed project will add value to the community by attracting additional residential and commercial investment in the area.

16. The proposed project is in harmony with proposed developments on land in the general area, in that there are no proposed developments in the immediate vicinity of the project site.

17. The proposed project will substantially conform to all applicable Development Review Design Guidelines (DRDG, Planning Commission Resolution No. 9864) for single-family development.

B. The Staff Report entitled, "Liberty Residential Subdivision Phase II, AP-21-1599 (GP, RZ, SUBD, DR)," dated August 9, 2022, is referenced hereto as additional support for findings.

Section 3. Decision

Based on the findings and the authority set forth above, the Planning Commission hereby recommends that the City Council adopt an ordinance and resolution to:

A. Amend General Plan Figure 2-2 (Land Use Diagram) to change the land use designation of the property described in section 1.A above, from 'Low Density Residential' to 'Medium Density Residential' as substantially presented in Exhibit

A of this resolution;

B. Modify other Land Use Element tables and charts as necessary to reflect the change in land use acreages and maintain internal consistency with the General Plan document;

C. Amend the Zoning Map, as referenced in Pittsburg Municipal Code, Title 18 (Zoning Ordinance) section 18.04.020, to change the zoning of the property described in section 1.A above, from 'RS-5' District to 'PD' District as substantially presented in Exhibit B of this resolution;

D. Adopt specific land use and development regulations for the property described in section 1.A above as substantially presented in the PD Plan in Exhibit B of this resolution;

E. Approve Major Subdivision 9550 and Vesting Tentative Map subdividing the property described in section 1.A above into 17 lots for detached, single-family residences, subject to conditions, as substantially presented in Exhibit C of this resolution; and

F. Approve Design Review of the accompanying architectural and landscape plans, subject to the conditions as substantially presented in Exhibit D of this resolution.

Section 4. Effective Date

This resolution shall take effect immediately upon its adoption.

On motion by Commissioner Jackson, seconded by Commissioner Adams, the foregoing resolution was passed and adopted the 9th day of August, 2022, by the Planning Commission of the City of Pittsburg, California by the following vote:

AYES: Robinson, Adams, Kobata, Foster, Jackson

NAYES: None

ABSTAIN: None

ABSENT: Perkins, Popova

I hereby certify that the above Resolution was adopted by the Planning Commission of the City of Pittsburg on August 9, 2022.

JOHN FUNDERBURG III, SECRETARY
PITTSBURG PLANNING COMMISSION

Attachment 4
Photos of Site and Surroundings
Liberty Residential Subdivision Phase II, AP-21-1599 (GP, RZ, SUBD, DR)



Above: View of entrances to Project Site from Central Avenue looking south



Above and Below:
East entrance to Project Site from Central Avenue



Above and Below:
West entrance to Project Site from Central Avenue







Above: View of entrance to Project Site from Central Avenue looking west toward Railroad Avenue



Above: View of entrance to Project Site from Central Avenue looking east toward Harbor Street



Above: View of Project Site from Union Pacific Railroad looking north toward Hamilton Memorial Church (to remain) and Central Ave

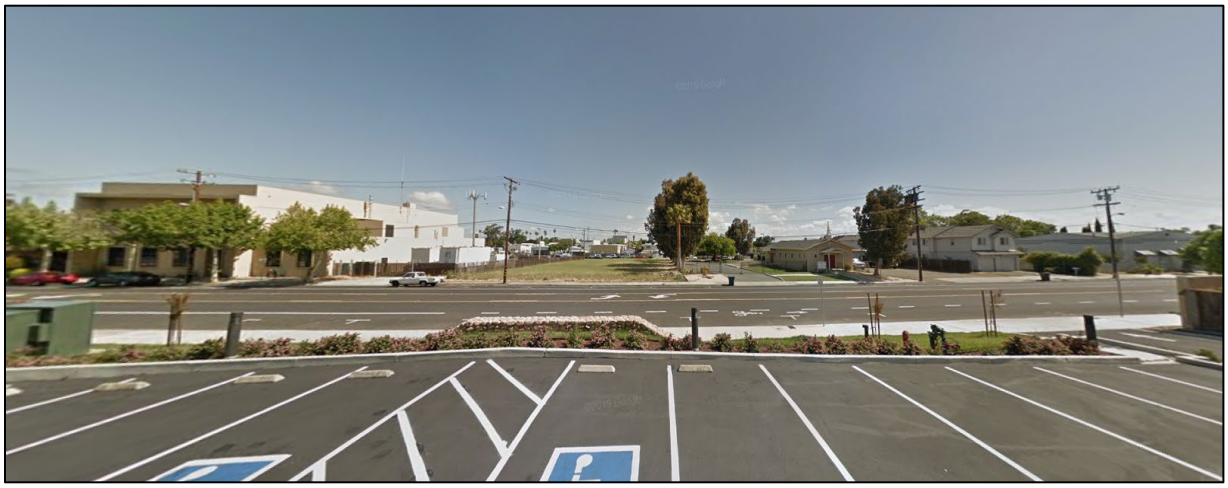
Below: View of Project Site from southern property line looking north toward Hamilton Memorial Church (to remain) and Central Avenue



Below: View of Project Site from northern property line (southside of Hamilton Memorial Church) looking south toward Union Pacific Railroad



Below: View of vacant property from Hamilton Memorial Church looking north across Central Avenue



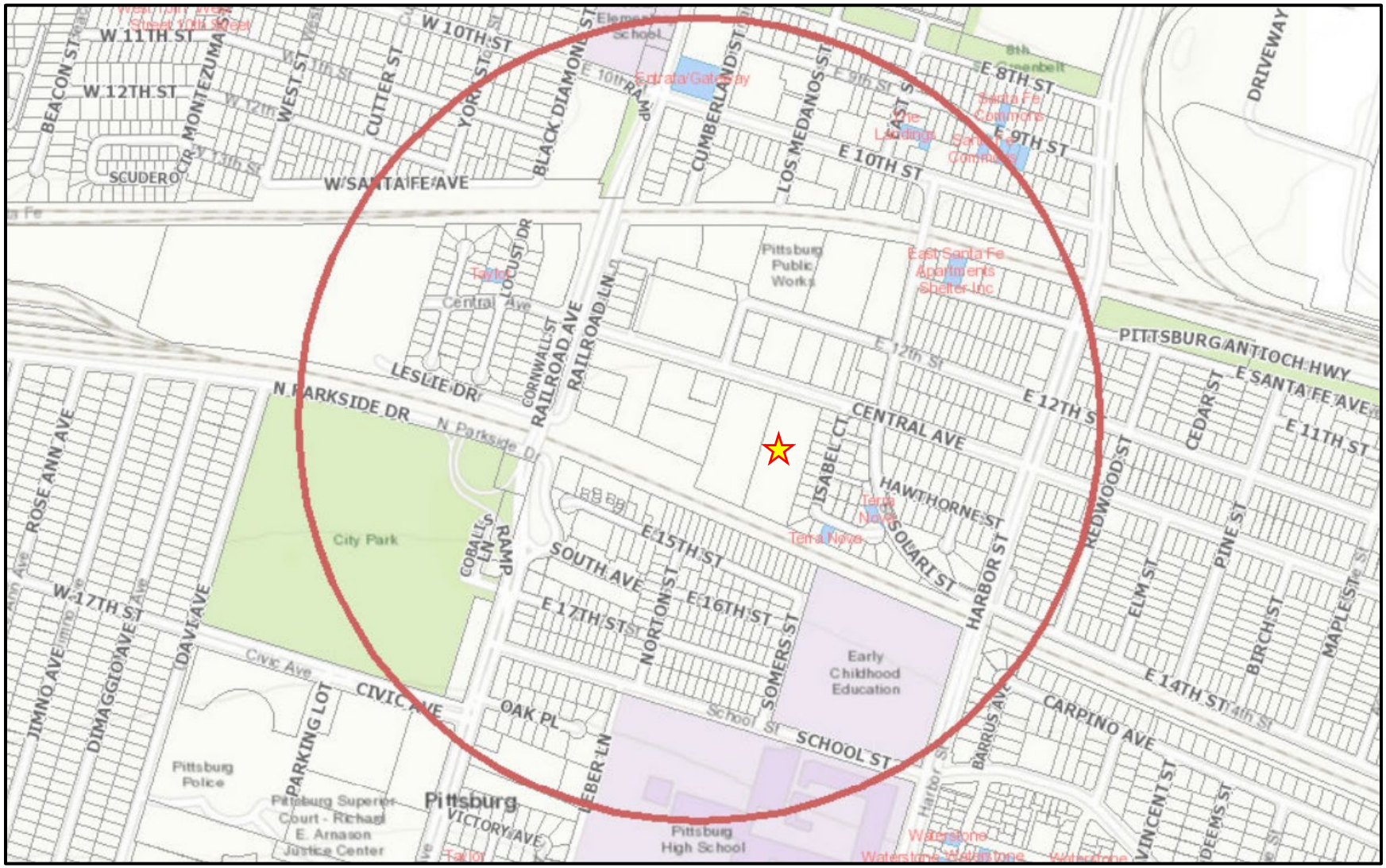
Attachment 5
Map of Surrounding Uses
Liberty Residential Subdivision Phase II, AP-21-1599 (GP, RZ, SUBD, DR)

Project Site



Attachment 5
Map of Surrounding Uses
Liberty Residential Subdivision Phase II, AP-21-1599 (GP, RZ, SUBD, DR)

Project Site **Income-Restricted Developments** **¼ mile radius of Project Site**



August 1, 2022

Alison Hodgkin, Associate Planner
City of Pittsburg, Planning Division
65 Civic Avenue
Pittsburg, CA 94565

RE: CEQA Environmental Documentation for the Liberty Subdivision Phase II

Dear Ms. Hodgkin:

FirstCarbon Solutions (FCS) has reviewed the proposed Liberty Subdivision Phase II application to determine the appropriate level of environmental review required under the California Environmental Quality Act (CEQA). As documented below, given the available information, FCS determined that the project is consistent with the Railroad Avenue Specific Plan (RASP) and the existing environmental analysis sufficiently addresses the requirements of CEQA.

PROJECT UNDERSTANDING

Regional and Local Setting

The project site is located in the City of Pittsburg (City). The City is located in eastern Contra Costa County in the San Francisco Bay Area and is part of the Sacramento-San Joaquin River Delta area. The approximately 1.08-acre project site (78,559 square feet) is located on Assessor's Parcel Number (APN) 086-151-002.

The City is located within an urbanized area, with residential, commercial, public, and light industrial uses in the eastern and central parts of the City, and heavy industrial uses in the northeastern portion. Regional access to the project area is provided from the east by State Route (SR) 4 (the California Delta Highway), locally from the north by Harbor Street, and locally from the east by East 14th Street. The areas adjoining and surrounding the project site include low-density residential areas with single-family homes to the east, west, and south, and a church and commercial areas to the north. The Union Pacific Railroad forms the southern border of the project site.

Project Description

The proposed project includes the construction of 17 new single-family homes with related access roads and landscaping. The site is bounded on the west by the 57-unit Liberty Phase I development and on the east by the 35-unit Terra Nova residential subdivision. To the north, there is a 0.65-acre parcel with an existing church (Hamilton Memorial) and beyond, Central Avenue. The site is currently vacant; the 0.65-acre parcel containing the church is not a part of the proposed project and was separated from the project site by Parcel Map Waiver (PMW) 22-07, recorded on June 22, 2022.

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Fresno, CA 93720

Inland Empire
967 Kendall Drive
#A-537
San Bernardino, CA 92407

Sacramento Valley
2351 Sunset Boulevard
Suite 170-301
Rocklin, CA 95765

Utah
2901 Bluegrass Boulevard
Suite 200-62
Lehi, UT 84043

Connecticut
2 Corporate Drive
Suite 450
Shelton, CT 06484

New York
10 Monument Street
Deposit, NY 13754

56 Broome Corporate Parkway
Conklin, NY 13748
CANADA
UNITED KINGDOM
PORTUGAL
FRANCE
KENYA
AUSTRALIA
PHILIPPINES
CHINA
MALAYSIA
SINGAPORE

The site is covered with a gravel and dirt parking lot, as well as vacant, disturbed areas.

The project proposes to rezone the property from RS-5 (Residential, 5,000 square feet) to PD (Planned Development, 2,000 square feet), allowing for the development of medium-density residential dwellings on 17 lots, ranging from 2,150 square feet to 3,724 square feet in size, with a gross density of 9.45 dwelling units per gross acre (du/acre). The subdivision would be accessed from Central Avenue via a 20-foot wide, two-way street along the east and west sides of the existing Hamilton Memorial Church building.

Project runoff would be conveyed via storm drains to be located along the east and west borders of the subdivision to existing inlet in Central Avenue. The proposed project would be connected to existing utility providers in the City. Water services would be provided by the Contra Costa Water District and treated in the City's water treatment facilities. Garbage pickup services would be provided by Pittsburg Disposal Services. Solid waste would be transported to Potrero Hills Landfill, and industrial non-recyclables transported to Keller Canyon Landfill. The City and the Delta Diablo Sanitation District would provide sewer services.

Project Site History

Dolans Pittsburg Lumber occupied the site from 1975 to approximately 2010; since that time the site has been fully developed and occupied by several different religious denominations, most recently Hamilton Memorial Church. Topographic contours in the project area have largely remained consistent over the years.

BACKGROUND AND LEGAL STANDARDS

The project area is located in the City's RASP area, in the Old Town Gateway subarea. The RASP designates land use on the project site as low density residential, and the site is zoned RS-5.

The RASP Environmental Impact Report (RASP EIR) analyzed the physical impacts of demolition, construction and development consistent with RASP implementation, which includes the project area. The RASP EIR addressed impacts related to aesthetics, agriculture, air quality, biological resources, cultural resources, greenhouse gas emissions, hazardous materials, hydrology and water quality, land use, noise, population, public services, utilities, and transportation. The City certified the RASP EIR on July 6, 2009, pursuant to Resolution No. 09-11250 and subsequently adopted the RASP on August 11, 2009. The RASP EIR is a program EIR, pursuant to CEQA Guidelines Section 15168.

CEQA Guidelines Section 15168 provides that after a public agency certifies a program EIR (such as for a general plan or other comprehensive land use plan like the RASP), later activities must be examined in light of the program EIR to determine whether an additional environmental document must be prepared. If the agency finds that the later activity is within the scope of the program EIR, no new environmental document is required under CEQA. (State CEQA Guidelines § 15168(c)(2).) Whether a supplemental EIR or other environmental document must be prepared is a factual question and depends

on an analysis of the subsequent activity being within the scope of the prior analysis. Multiple provisions in CEQA and the CEQA Guidelines specifically discuss additional environmental review requirements and address the requisite analysis when a later activity is consistent with the analysis in a certified EIR.

Public Resources Code Section 21166 CEQA Guidelines Sections 15162 and 15163

Public Resources Code Section 21166 and CEQA Guidelines Sections 15162 and 15163 provide that the agency shall not prepare a subsequent or supplemental EIR unless the agency determines, on the basis of substantial evidence, that certain conditions exist that will lead to a new significant impact or substantial increase in the severity of a previously identified impact, or that a new or previously rejected mitigation measure or alternative would substantially reduce significant effects.

CEQA Guidelines Section 15182

In addition to the limitations on additional review for activities within the scope of a program EIR, CEQA also includes a specific exemption for projects that are consistent with a specific plan.

Pursuant to CEQA Guidelines Section 15182, a public agency need not prepare an EIR or negative declaration for a residential project that conforms to a specific plan for which an environmental document has been prepared. CEQA Guidelines Section 15182 specifically states:

a) Exemption. Where a public agency has prepared an EIR on a specific plan after January 1, 1980, no EIR or negative declaration need be prepared for a residential project undertaken pursuant to and in conformity to that specific plan if the project meets the requirements of this section.

b) Scope. Residential projects covered by this section include but are not limited to land subdivisions, zoning changes, and residential planned unit developments.

c) Limitation. This section is subject to the limitation that if after the adoption of the specific plan, an event described in Section 15162 should occur, this exemption shall not apply until the city or county which adopted the specific plan completes a subsequent EIR or a supplement to an EIR on the specific plan. The exemption provided by this section shall again be available to residential projects after the Lead Agency has filed a Notice of Determination on the specific plan as reconsidered by the subsequent EIR or supplement to the EIR.

CONSISTENCY ANALYSIS

The project site is located in the northern region of the RASP, in a subarea called Old Town Gateway, approximately 0.5-mile from the Pittsburg Center Bay Area Rapid Transit (BART) station site on California Avenue. As part of the proposed project, the applicant is requesting: (1) a General Plan Map Amendment to change the existing general plan designation of the parcel from low to medium density residential and (2) a Zoning Map Amendment to rezone the parcel from RS-5 to PD. The proposed 17 lots would result in a density of 9.45 du/acre, which would be consistent with the medium-density residential range of 7.0 to

14.0 du/acre. As such, the proposed project is consistent with the RASP and, if the General Plan Map Amendment to medium-density residential is adopted, the City of Pittsburg General Plan.

Table 1: Allowed Versus Proposed Uses

	Existing Regulations	Proposed Development	Consistent
General Plan Designation	Low Density Residential (1 to 7 du/ac)	Medium-Density Residential: (7 to 14 du/ac)	Yes, with approval of GP Map Amendment
Zoning	RS-5	Planned Development	Yes, with approval of Zoning Map Amendment
Lot Size	5,000 square feet	2,150 sf (minimum) to 3,724 sf (maximum)	Yes, with approval of PD Plan
Density	Low Density Residential classification allows up to 12.6 single and multi-family units on a 1.8-acre site	Medium Density Residential classification allows up to 25.2 single and multi-family units on a 1.8-acre site	Yes, with approval of GP Map Amendment

ENVIRONMENTAL IMPACTS

The RASP EIR analyzed potentially significant impacts from RASP implementation. The RASP EIR was a program EIR in that it studied a plan for the future development of the RASP area, rather than, for example, a specific development on a particular parcel for which a developer sought land use entitlements. However, as explained in Section 2.1 of the RASP EIR, "In the future, this program-level EIR may be supplemented by further project-level environmental review if it is determined that an individual development project could potentially have one or more site-specific impacts on the environment that will not be mitigated by the measures contained herein and by complying with policies set forth in the Pittsburg General Plan and the Railroad Avenue Specific Plan."

Overall, the RASP EIR estimated that the proposed land uses in the RASP area would result in approximately 1,845 new residential units and 988,449 square feet of new commercial floor area within the approximately 97 acres of project area closest to the BART station (Civic Center and Transit Village subareas). Additionally, the RASP EIR assumed that there would be approximately 262 residential units and 78,650 square feet of commercial development within the High School Village area, specifically the area located adjacent to California Avenue. The RASP EIR did not assume or evaluate growth within the Old Town Gateway subarea; however, the underlying land use designation of low density residential remained consistent with what was assumed and evaluated in the City General Plan EIR.

The RASP EIR also presumed a 25 percent buildout of the assumed development potential by 2015 and 100 percent buildout by 2030, with the caveat that the 2015 assumption may be aggressive due to

market conditions at the time of EIR preparation. To date there have been 379 (202 multifamily and 177 single-family) units built in the project area, including the adjacent Liberty Phase I subdivision, which was approved on June 18, 2018, and completed construction in October 2021.

Upon review of the proposed project's technical information (available from the City on request) it was determined that the proposed project's impacts would be mitigated to a less than significant level through implementation of mitigation measures included in the Mitigation Monitoring and Reporting Plan (MMRP) previously approved by the City in Resolution 09-11250 and outlined in Table 2 below. The following is a brief explanation of each resource area studied in the RASP EIR.

- **Transportation/Traffic:** The intersections and roads impacted by RASP implementation as analyzed in the RASP EIR are outside the project area. Overall, the RASP EIR found that only two of the 16 studied intersections would not satisfy the Traffic Service Objectives in the East County Action Plan for the RASP in the year 2015 and that in year 2030, SR-4 would not meet those objectives. The RASP EIR concluded that RASP implementation would not have any significant impact on the transportation system in the City. The proposed development is an implementation action of the RASP and would not have any additional impacts on circulation systems in the project area. Egress from the proposed development would be clearly marked with stop signs; therefore, no new road hazards would be added.
- **Air Quality:** The RASP EIR analyzed the RASP's full development potential, including the project site. To reduce potential air quality impacts, RASP EIR Mitigation Measure (MM) AQ-1.1, MM AQ-1.2, and MM AQ-6.1 would be required to be implemented as a part of this proposed project. The RASP EIR found that RASP implementation would have a significant and unavoidable impact due to mobile sources of air pollutants that would generate emissions of reactive organic gases, nitrous oxide, and particulate matter. The proposed project would contribute those air pollutants during construction, as well as during operation from vehicles traveling to and from the site. As previously discussed, the proposed project would maintain the existing buildout potential envisioned in the RASP EIR. The proposed 17 lots would result in a density of 9.45 du/ac, which would be consistent with the General Plan, if the proposed General Plan Map Amendment redesignating the parcel to medium density residential is approved. As a result, the construction emissions that would occur from development of the proposed project would not exceed that envisioned by the RASP EIR, and operational emissions associated the operation of vehicles, building electricity, and the use of area-source equipment such as landscaping tools would not exceed that envisioned by the RASP EIR. Therefore, the proposed project would be consistent with the RASP and General Plan and by extension the BAAQMD's AQP. Subsequent health and odor impacts to sensitive receptors would therefore not exceed those envisioned by the RASP EIR. As such, the proposed project's impacts are within the scope of impacts addressed in the RASP EIR, are adequately analyzed in the RASP EIR, and no further analysis is needed.
- **Noise:** The project area is surrounded by residential uses and a high school. As such, the proposed project would implement MM NO-1.1 and MM NO-3.1 as outlined in Table 2, below, to ensure that it would not have a significant impact from construction or operation. The proposed project

would not generate excessive vibration and would not substantially increase ambient noise levels. The proposed project would develop the project site with residential uses, consistent with the surrounding land uses. As such, the proposed project would be consistent with existing uses, and project impacts are adequately discussed in the RASP EIR. Furthermore, implementation of MM NO-3.1 would ensure that potential noise impacts from railroad activity of traffic noise levels would be reduced to less than significant by ensuring that the interior noise levels will be maintained in accordance with acceptable standards. In addition, the proposed project is not located within 2 miles of a public or private airport and therefore, airport noise impacts would be less than significant. No further analysis is needed.

- **Cultural Resources:** The project area does not contain any historical structures. A records search conducted at the Northwest Information Center (NWIC) at Sonoma State University on July 7, 2022, determined that no known historic or archaeological resources exist on the project site or within a 0.5-mile radius. A field survey of the site conducted on July 25, 2022 did not identify any resources in the portions of the site not covered by asphalt. Grading and other ground-disturbing activities would be required during project construction. If any historical, archaeological, or paleontological resources are encountered inadvertently during construction, standard federal and State regulations would apply and dictate their proper identification and treatment. NWIC records search results and pedestrian survey photographs are available at the City upon request.
- **Hazardous Materials**: A Phase I Environmental Site Assessment (Phase I ESA) prepared by TRC, dated October 15, 2020 found no evidence of contamination on-site and no need for any further investigation. The Phase I report is available at the City upon request.
- **Biological Resources**: Based on a July 28, 2022, field survey, there are two landcover types on the project site- urban (northern portion of the site) and ruderal (southern portion of the site). A few scattered burrows were observed toward the southern end of the project site but showed no signs of activity. There are numerous ornamental trees within and adjacent to the project site that provide suitable habitat for a variety of species of nesting birds. Construction activities that occur during the avian nesting season could disturb nesting sites for bird species protected under the Migratory Bird Treaty Act (MBTA) or the Fish and Game Code. Birds protected under the MBTA, or California Fish and Game Code are considered sensitive during the active nesting period. The RASP EIR analyzed the RASP's full development potential, including the project site. To reduce potential impacts to biological resources, RASP EIR MM BIO-1 would be required to be implemented as a part of this project if project construction is initiated during the nesting season (March 1-August 1, as identified in Mitigation Measure BIO-1). Additionally, the project site falls within the boundaries of the East Contra Costa County HCP/NCCP (HCP/NCCP) and is identified with both urban and ruderal land covers. As such, the proposed project would need to adhere to the requirements outlined in the HCP/NCCP as part of site development. HCP/NCCP requirements generally entail the preparation of a Planning Survey Report application which may require additional species-specific mitigation (e.g., burrowing owl, based on the ruderal habitat and burrows present), and subsequent development fees, if applicable.

- **Public Services:** Analysis in the RASP EIR shows that the City could provide adequate public services to the RASP area without significant impacts. Although RASP implementation would require an increased level of police, fire protection, and emergency response services, the increased level would not trigger the need for construction of new facilities that could adversely affect the physical environment. As such, the proposed project would not require the construction of new fire or police facilities that would impact the environment. Project implementation would increase the number of schoolchildren in the area. The project applicant would contribute Senate Bill 50 school impact fees as discussed in the RASP EIR, which would mitigate the impacts to a less than significant level. The proposed project's impacts were adequately analyzed in the RASP EIR and as such, additional environmental analysis is not needed.
- **Utilities:** As noted above, utilities would be provided by the City. The RASP EIR concludes that the storm drain system has enough capacity to accommodate the increased load from proposed development above existing conditions. Sewer services in the RASP area are provided by the City and the Delta Diablo Sanitation District. Within the RASP area, the sewer main that crosses west to east was determined adequately sized to serve planned development. Solid waste is disposed of at the Potrero Hills Landfill, and industrial non-recyclables are transported to Keller Canyon Landfill. As determined in the RASP EIR, both landfills have sufficient means to accommodate the increased amount of waste produced by the proposed project. Finally, the RASP EIR states that the Contra Costa Water District provides raw water for the City that is treated in the City's water treatment facilities. Water booster pumps may be necessary to accommodate higher-density, vertical development, but the proposed project would have sufficient supply and adequate water pressure without additional infrastructure. Therefore, the proposed project's potential impacts are adequately covered by the RASP EIR, and no additional analysis is needed.
- **Climate Change:** As previously discussed, the proposed project would maintain the existing buildout potential envisioned in the RASP EIR. The proposed 17 lots would result in a density of 9.45 du/acre, which would maintain consistency with the proposed medium-density residential range of 7.0 to 14.0 du/acre. As a result, the construction greenhouse gas (GHG) emissions that would occur from development of the proposed project would not exceed that envisioned by the RASP EIR, and operational GHG emissions associated the operation of vehicles, building electricity, and the use of area-source equipment such as landscaping tools would not exceed that envisioned by the RASP EIR. Moreover, the proposed project would incorporate green building practices as required by the City that are more stringent than what was in effect at the time the RASP EIR analyzed the potential GHG emissions generated from buildout of the project site. As such, he proposed project's potential impacts are adequately covered by the RASP EIR, and no additional analysis is needed.

Table 2: Relevant Project Impacts and Mitigation Measures

Section	Impact	Mitigation/Improvement Measure
Air Quality		
Air Quality	**Impact AQ-1**: Construction activities under the proposed project could cause emissions of dust or contaminants from equipment exhaust that could contribute to existing air quality violations or expose sensitive receptors to pollutant concentrations. This would be a temporary but potentially significant impact.	**AQ-1.1: Implement dust control measures.** To reduce particulate matter emissions during construction, the City shall ensure that all development proposed under the Railroad Avenue Specific Plan complies with the dust control strategies developed by BAAQMD. These dust control strategies shall include: • Cover all trucks hauling construction and demolition debris from the site; • Water all exposed or disturbed soil surfaces at least twice daily; • Use watering to control dust generation during demolition of structures or break-up of pavement; • Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved parking areas and staging areas; • Sweep daily (with water sweepers) all paved parking areas and staging areas during the earthwork phases of construction; • Provide daily clean-up of mud and dirt carried onto paved streets from the site; • Enclose, cover, water twice daily, or apply non-toxic soil binders to exposed stockpiles (dirt, sand, etc.); • Limit traffic speeds on unpaved roads to 15 mph; • Install sandbags or other erosion control measures to prevent silt runoff to public roadways; and • Replant vegetation in disturbed areas as quickly as possible. **AQ-1.2: Reduce emissions from heavy-duty diesel-powered equipment.** The City shall ensure that all development proposed under the Railroad Avenue Specific Plan implements measures to reduce the emissions of pollutants generated by heavy-duty diesel-powered equipment during demolition and construction: • Keep all construction equipment in proper tune in accordance with manufacturer's specifications. • Use late model heavy-duty diesel-powered equipment at the Project Site to the extent that it is readily available in the San Francisco Bay Area. • Use diesel-powered equipment that has been retrofitted with after-treatment products (e.g., engine catalysts) to the extent that it is readily available in the San Francisco Bay Area. • Use low-emission diesel fuel for all heavy-duty diesel-powered equipment operating and refueling at the Project Site to the extent that it is readily available and cost effective in the San Francisco Bay Area (this does not apply to diesel-powered trucks traveling to and from the site.

Section	Impact	Mitigation/Improvement Measure
		• Utilize alternative fuel construction equipment (i.e., compressed natural gas, liquid petroleum gas, and unleaded gasoline) to the extent that the equipment is readily available and cost effective in the San Francisco Bay Area. • Limit truck and equipment idling time to five minutes or less. • Rely on the electricity infrastructure surrounding the construction sites rather than electrical generators powered by internal combustion engines to the extent feasible.
	Impact AQ-5: Cumulative construction emissions could result in emissions of dust and particulates, which could exceed Regional air quality standards. However, development projects proposed under the cumulative scenario would be required to implement measures to control construction Emissions.	Mitigation Measures AQ-1.1 and AQ-1.2 would reduce individual projects' contributions to those impacts to a less than significant level.
	Impact AQ-6: Since operational emissions from the proposed project would be individually significant, operational emissions would also be cumulatively considerable.	**AQ-6.1: Develop and implement a plan to reduce operational air emissions.** Prior to approval of building entitlements and permits, the project developers shall be required to demonstrate to the City that stationary source emissions reduction measures have been included to reduce operational emissions resulting from development in the project area to the maximum extent practicable. A plan for reducing stationary sources shall be approved by City staff. The plan shall include measures such as, but not limited to, incorporating energy-saving appliances for heating and air conditioning units and energy efficient lighting.
Noise		
Noise	**NO-1:** Development under the Railroad Avenue Specific Plan would expose existing sensitive receptors adjacent to the proposed uses to temporary increases in noise levels associated with construction. This would result in a potentially significant impact.	**NO-1.1: Implement construction best management practices to reduce construction noise.** The construction contractor(s) shall implement the following measures during the construction under the Railroad Avenue Specific Plan: • Restrict construction activities to the hours of 8:00 a.m. to 5:00 p.m. • Equipment and trucks used for project construction shall utilize the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures and acoustically attenuating shields or shrouds, wherever feasible). • Impact tools (e.g., jackhammers, pavement breakers, and rock drills) used for project construction shall be hydraulically or

Section	Impact	Mitigation/Improvement Measure
		electrically powered wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. However, where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler can lower noise levels from the exhaust by up to 10 dBA. External jackets on the tools themselves shall be used where feasible, and this could achieve a reduction of 5 dBA. Quieter procedures shall be used, such as drills rather than impact equipment, whenever feasible. • Construction contractor shall use "quiet" gasoline-powered compressors or other electric-powered compressors and use electric rather than gasoline or diesel-powered forklifts for small lifting. • Stationary noise sources, such as temporary generators, shall be located as far from adjacent receptors as possible, and they shall be muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to the extent feasible. • Erect temporary plywood noise barriers around the construction site, to shield adjacent uses. • Prohibit trucks from idling along residential streets serving the construction site.
	NO-3: The Railroad Avenue Specific Plan proposes residential land uses in areas where ambient noise levels currently exceed acceptable levels for new residential uses. This is a potentially significant impact of the project.	**NO-3.1: Implement site and architectural design measures to reduce noise levels for new residential development with ambient noise levels greater than 65 dBA CNEL.** Per the General Plan, new development located near a roadway that produces noise levels greater than 65 dBA CNEL (measured at the façade of a proposed residential use) shall be required to have an acoustical analysis prepared by a qualified acoustical engineer to ensure that all feasible site planning and architectural design measures were incorporated to reduce interior noise levels to a maximum of 45 dB CNEL. Measures to achieve acceptable noise levels include adjusting the configuration of the proposed residential buildings and placing exterior living areas such as patios and balconies away from high traffic roadways. Recommendations from the acoustical study must be incorporated into building and site design and submitted to the City for approval prior to issuance of a building permit.
Biological Resources	**D1:** While nesting activities were not observed during the surveys in the Specific Plan Area, existing trees could support nesting birds in the future. Construction activities associated with future projects	**BIO-1:** Conduct a nesting bird survey within the Specific Plan Area. Project applicants shall be required to comply with the following activities prior to construction during the nesting season, March 1st to August 1st. Outside the specified time period, no mitigation would be required. (a) Between March 1st and August 1st, the applicant shall have a qualified biologist conduct nest surveys 30 days prior to any

Section	Impact	Mitigation/Improvement Measure
	could result in the disturbance to nesting birds. This would be considered a potentially significant impact.	demolition/construction activities that are within 500 feet of potential nest trees. A pre-construction survey report shall be submitted to (California Department of Fish and Wildlife, CDFW) and the City of Pittsburg that includes, at a minimum: (1) a description of the methodology including dates of field visits, the names of survey personnel with resumes, and a list of references cited, and persons contacted; and (2) a map showing the location(s) of any bird nests observed on the project site. This report shall be consistent with the requirements from the East Contra Costa County (Habitat Conservation Plan). If no active nests of the Migratory Bird Treaty Act, California Department of Fish and Game, or U.S. Fish and Wildlife Service protected species are identified then no further mitigation is required. (b) Should active bird nests be located in the survey area, the applicant, in consultation with the City of Pittsburg and CDFW, shall delay construction in the vicinity of active nest sites during the breeding season (March 1st through August 1st) while the nest is occupied with adults and/or young. A qualified biologist shall monitor any occupied nest to determine when the nest is no longer used. If the construction cannot be delayed, avoidance shall include the establishment of a non-disturbance buffer zone around the nest site. The size of the buffer zone will be determined in consultation with the CDFW but will be a minimum of 100 feet. The buffer zone shall be delineated by highly visible temporary construction fencing. (c) No intensive disturbance (e.g., heavy equipment operation associated with construction or use of cranes) or other project related activities that could cause nest abandonment or forced fledging, shall be initiated within the established buffer zone of an active nest between March 1st and August 1st. (d) If demolition/construction activities are unavoidable within the buffer zone, the project applicant shall retain a qualified biologist to monitor the nest site to determine if construction activities are disturbing the adult or young birds. If abandonment occurs the biologist shall consult with CDFG or USFWS for the appropriate salvage measures. This could include taking any nestlings to a local wildlife rehabilitation center. (e) Trees that support active nests which are to be removed shall only be removed during the non-breeding, non-nesting season.
Cultural Resources		
Cultural Resources	**E.3:** It is possible that intact paleontological resources could be adversely affected by	**CR-1: Treatment of unexpected paleontological resources.** Should paleontological resources be identified at project construction sites during any phase of construction, the construction

Section	Impact	Mitigation/Improvement Measure
	the earth-moving development of the Specific Plan Area. Impacts on paleontological resources are therefore considered potentially significant.	contractor/supervisor shall cease operation at the site of the discovery and immediately notify the City of Pittsburg Planning Department. The project applicant shall retain a qualified paleontologist to provide an evaluation of the find and to prescribe mitigation measures to reduce impacts to a less- than-significant level. In considering any suggested mitigation proposed by the consulting paleontologist, the City of Pittsburg Planning Department shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the find, project design, costs, specific plan policies and land use assumptions, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work may proceed on other parts of the project site while mitigation for paleontological resources is carried out.

CONCLUSION

The City has complied with the provisions and is implementing the steps outlined in the RASP and the RASP EIR. Pursuant to CEQA Guidelines Section 15168(c)(4), the City used "a written checklist . . . to determine whether the environmental effects of the project's site-specific operations were evaluated in the RASP EIR." Pursuant to Section 15168(c)(2), the City evaluated whether further environmental review was required per the provisions of Section 15162(a). The City considered various technical studies prepared by environmental consultants hired by the City and the applicant (including geotechnical studies, Phase I studies, stormwater retention, drainage, and proposed site and landscaping plans).

The proposed project would be consistent with the assumptions for the project site as analyzed in the RASP EIR, and the proposed project would not result in any new significant impacts or increase the severity of any significant impacts identified in the RASP EIR. The circumstances under which the proposed project would be undertaken have not substantially changed such that new or more severe impacts would occur. Finally, there is no new information of substantial importance indicating new or more significant adverse environmental impacts. Therefore, no further environmental analysis is required.

Attachment 7

City of Pittsburg
Community and Economic Development Department – Planning Division
65 Civic Avenue, Pittsburg, CA 94565 | Tel: (925) 252-4920 | Fax: (925) 252-4814

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the **CITY COUNCIL** of the City of Pittsburg will conduct a public hearing on:

DATE: **September 19, 2022**
TIME: **7:00 p.m.**
PLACE: **City Council Chamber at City Hall**
65 Civic Avenue, Pittsburg, California

Concerning the following matter:

Liberty Residential Subdivision Phase II, AP-21-1599 (GP, RZ, SUBD, DR)

This is an application filed by Louis Parsons of Discovery Builders, Inc., requesting approval of: 1) a General Plan map amendment to change the site's land use designation from 'Low Density Residential' to 'Medium Density Residential,' 2) a Zoning map amendment to rezone the site from RS-5 (Residential Single Family, 5,000 Square Foot Minimum Lot Size) to PD (Planned Development), 3) a major subdivision/vesting tentative map to subdivide the parcel into 17 lots for single-family residential development and 4) design review on a 1.8-acre site located at 360 Central Avenue. Assessor's Parcel No. 086-151-002.

Environmental Determination
The project is statutorily exempt from the requirements of the California Environmental Quality Act (CEQA) under Section 15182 (Projects Pursuant to a Specific Plan) of the CEQA Guidelines.

PROJECT PLANNER: Alison Hodgkin, (925) 252-6987 or ahodgkin@pittsburgca.gov

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Why am I receiving this notice?
You are receiving this notice because you have either previously requested notifications from the Planning Division, or a project has been proposed in your neighborhood and all property owners within a minimum 300-foot radius of the project site are required to be notified under the Pittsburg Municipal Code.

Where can I get more information about this project?
The complete file for this project is available for public inspection; please contact the project planner listed above to make necessary arrangements.

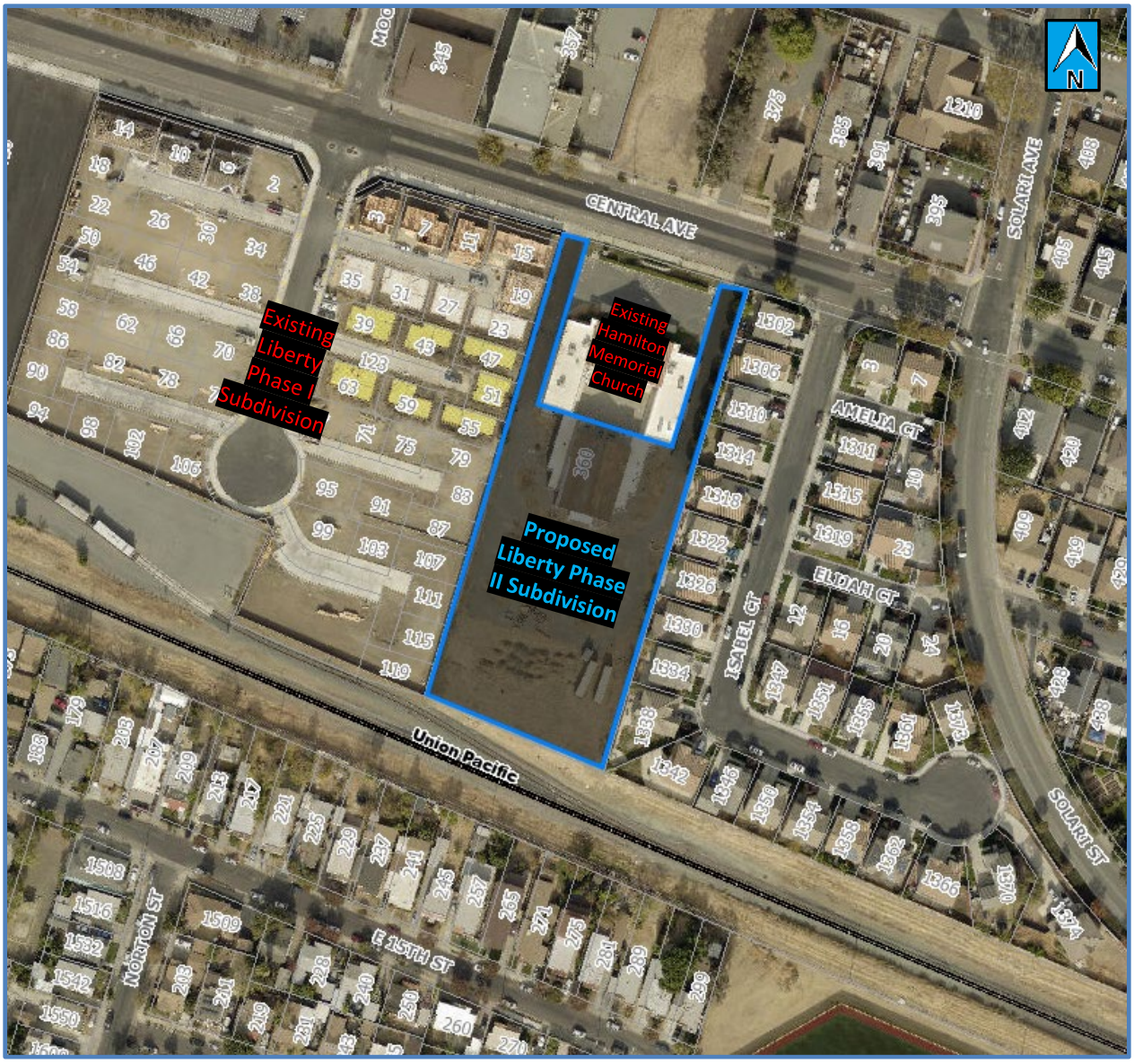
What can I do if I have comments on the project?
Comments or objections to the project can be made by writing or through e-mailed testimony prior to the meeting or provided orally during the meeting. Written comments citing the project name may be emailed to the project planner listed above or may be mailed or delivered to Pittsburg Planning Division, 65 Civic Avenue, Pittsburg, CA 94565.

Pursuant to Section 65009 of the California Government Code, if you challenge this matter in court, you may be limited to those issues you or someone else raised at the public hearing described in this notice, or in written correspondence on the matter delivered to this agency at, or prior to the public hearing. Any written correspondence delivered to the Planning Division before the hearing body's action on the matter will become a part of the administrative record.

Para información en español:
(925) 252-4920

JOHN FUNDERBURG, SECRETARY
PITTSBURG PLANNING COMMISSION

Project Title: Liberty Residential Subdivision Phase II, AP-21-1599 (GP, RZ, SUBD, DR)
Location: 360 Central Avenue, APN 086-151-002



City of Pittsburg
Community Development Department - Planning Division
65 Civic Avenue
Pittsburg, CA 94565

NOTICE OF PUBLIC HEARING

Attachment 8
Development Review Design Guidelines
Liberty Residential Subdivision Phase II, AP-21-1599 (GP, RZ, SUBD, DR)

Design Review Guideline	Meets Guideline?
Section I: Residential (Single Family/Duplex)	
1.a: Reliefs and architectural treatments should be provided on all building elevations (360 degree architecture), i.e. 2"x4" (wood or styrofoam/stucco) window and door reveal treatment on all building elevations.	**Yes.** The proposed homes incorporate reliefs and architectural treatments on all building elevations.
1.b: Provide concrete and/or tile roof material. Architectural grade composition material may be used if rake treatment is included or roof pitch, greater than 4:12 is used.	**Yes.** The proposed homes incorporate tile roof material.
1.c: Each dwelling unit should be provided with complete front yard and corner-side yard xerophytic landscaping and automatic irrigation.	**Yes.** The proposed landscaping meets the standards set forth in PMC Section 18.84.310.
1.d: Required front yards should vary in depth unless otherwise stated for a proposed PD (Planned Development) district.	**N/A.** This guideline does not appear to apply to PD districts.
1.e: Decorative masonry walls should be provided between all arterial streets and future homes.	**N/A.** No homes are proposed along arterial streets.
1.f: Roof slopes should be considered greater than 4:12 unless inappropriate for architectural style (i.e. Ranch Style, etc.).	**Yes.** The proposed homes will have a roof slope of 5:12.
1.g: Provide articulated garage doors on all garages.	**Yes.** The proposed homes will have articulated garage doors.

1.h: Garage doors designs should not be duplicated. Not less than four styles should be used in a subdivision.	**Yes.** There are 12 different color schemes that the applicant has provided; each has a different garage door design and color.
1.i: Side-on garages are recommended intermittently through-out the subdivision (70' wide lots or greater).	**N/A.** Seventy-foot wide lots are not proposed as part of the project.
1.j: Garage frontage should not occupy more than 60% of allowable lot frontage.	**Yes.** The applicant has provided four different floor plans, all of which have a garage frontage of no more than 60% of the allowable lot frontage.
1.k: Provide board-on-board fencing on all side yards and rear yards (excluding side yards and rear yards adjacent to major thoroughfares), unless a view corridor is to be maintained.	**Yes.** Six-foot-high, wood, board-on-board fencing will be installed along side and rear yards, with the exception of Lots 11 – 17, which will have a rear-yard masonry wall; Lots 1 and 10 will have a side yard masonry wall.
1.l: The architectural treatments (such as sidings, shingles, window, and door trims) established on the front facades of each of the approved house designs shall be carried around to the sides and rear elevations of the buildings, except that masonry veneer treatments at the base of a structure need be carried only partly around the side elevations, to either the adjoining fence line or the closest interior right angle joint.	**Yes.** Architectural treatments on the front facades of all homes are carried around to the sides and rear elevations of the buildings.
Section II. Neighborhood / Subdivision Design	
2.a: Subdivision entry monuments should be provided on new major subdivisions, neighborhoods or villages, if appropriate.	**N/A.** Given the unique shape of the project site, an entry monument is not proposed or appropriate.

2.b: Perimeter wall and/or sound wall pilasters should not be greater than 50 feet on center.	**Yes.** The applicant will provide pilasters with a decorative concrete cap at intervals of 25 feet or less. A decorative wall cap would also be provided along each wall.
2.c: Sound walls exceeding 6 feet in height and visible from the public right-of-way should be treated with decorative features consistent with the neighborhood design.	
2.d: All masonry walls should include a wall cap.	
2.e: Retaining walls, exceeding three feet tall, adjacent to a public right-of-way should be constructed with the same materials as used for the sound walls.	**N/A.** No retaining walls are proposed in the plan set.
2.f: Masonry or sound walls should be staggered when adjacent to public right of ways.	**N/A.** No masonry or sound walls are adjacent to the public right of way.
2.g: Single story units should be located on corner lots whenever possible.	**N/A.** None of the 17 units are single-story.
2.h: Developer should select, at least one of the schemes provided in Appendix 1 of the DRDGs for screening all utility boxes, transformers, backflow preventers, meters and junction boxes.	**Conditionally.** A condition of approval would require all utility boxes and/or transformers to be undergrounded. Where undergrounding is deemed infeasible or not recommended by Pacific Gas & Electric (PG&E), utility boxes and/or transformers would be masked by either faux stone utility box covers or a landscape screen.
2.i: Construct fence/walls at top-down slope banks. Design fence at top of slope to take advantage of potential views.	**N/A.** The site is relatively flat and will not require fences/walls at top-down slope banks.

2.j: Dwelling unit driveways should align with on-coming street at three-way intersections when possible.	**N/A.** The development does not include any three-way intersections.
2.k: Existing trees which have greater than a nine (9) inch trunk caliper should be incorporated into the design of project.	There are five existing palm trees and seven existing Callery Pear trees on the project site which do not meet the definition of a "protected tree." To allow for sufficient access, the five palm trees will be removed. To allow for construction of a sidewalk, the seven Callery Pear trees will be removed.
2.l: Landscaped portions of set-backs, excluding sidewalk along public streets, should not be less than the height of the fence or sound wall.	**Yes.** Landscaped portions of front and side yards are not less than the height of the fences or sound walls.
2.m: Landscaping areas shall not be less than three feet wide, between the curbs.	**Yes.** Landscaping areas are not less than three ft. wide, between curbs.
2.n: Subdivision perimeter walls should be minimized. Install wrought iron fencing at open end of cul-de-sacs, parks and open space.	**N/A.** Use of sound walls is required per conditions of approval. No cul-de-sacs, parks or open space is proposed as part of the project.
Section VI. Green Building Design Guideline	
6.A.1: Solar energy systems should be an option to the homebuyer by the builder.	**Conditionally.** A condition of approval would require the developer to include, as part of the options package for buyers of single-family houses in the subdivision, an option that offers pre-wiring of the house for photovoltaic (solar) panels.
6.A.2: For homes without solar energy systems, green roofs or cool roofs, roofing should include the following features: a) A minimum of 300 square feet of unobstructed roof area facing within 30 degrees of south. b) South facing sloped roofs should be at an angle of approximately 38 degrees.	

6.A.3: The external design of homes should feature up to date energy efficiency technologies: a) For infill housing, homes without solar energy systems should be covered with a cool roof. b) Roof overhangs should be sized to block the high summer sun but allow the lower winter sun to enter windows.	**Conditionally.** The project is required to meet the Residential Mandatory Measures specified under the 2019 California Green Building Standards Code, Part 11. A condition of approval would be included requiring the developer to implement additional Residential Voluntary Measures, including cool roofs for reduction of heat island effect.
6.A.4: Deciduous trees of approved native species should be planted to the south and west of the home to shade the home during summer and allow solar heat gain during winter.	**Yes.** The proposed landscaping meets the standards set forth in PMC Section 18.84.310.
6.A.5: Secure and convenient storage for at least two bicycles should be provided.	**Yes.** The project would provide two, wall-mounted bicycle racks in each garage for secure parking.
6.A.6: Outdoor design and features should maximize landscaping water conservation.	**Yes.** The project would provide drought-tolerant landscaping, including shrubs, drought-tolerant ground cover and bark.
6.B.1: Non-invasive, drought tolerant shade trees should be planted in the landscaping strips that are located between curb and sidewalk such that tree canopies will shade as much street surface as possible. Shade trees should be selected and placed so that they will not block solar access to neighboring structures' south-facing roofs.	**Yes.** Non-invasive, drought tolerant trees will be used for landscaping and are placed to shade as much street surface as possible.
6.B.2: Streetlights and street trees should be spaced so that street lighting is not blocked and made less effective by street trees.	**N/A.** As a Condition of Approval, the Developer will provide a photometric graph and table to determine the appropriate streetlight spacing for the project.

6.B.3: Subdivisions should be designed to maximize potential solar energy generation	**Yes.** The project includes, as part of options package for buyers of single-family houses in the subdivision, an option that offers pre-wiring of the house for solar panels compliant with the 2019 California Energy Code.
6.B.4: Subdivisions should be designed around common open space areas that promote neighborhood community building. Such open spaces can include bicycle and pedestrian only plaza spaces, community garden spaces, or vegetated open space. Privately maintained open space should total ¾ acres for every square mile or portion thereof, with a minimum of ¾ acres for any project greater than 12 acres No individual privately maintained common open space location should be smaller than ¼ acre.	**N/A.** No common open space areas are provided as part of the proposed subdivision.
6.B.5: Vehicular Connectivity: Local streets should form a well-connected network that provides for safe, direct, and convenient vehicular access.	**Yes.** Central Avenue is part of a well-connected street network.
6.B.6: Bicycle/Pedestrian Connectivity: Subdivisions should include a designated pedestrian route interconnecting all internal uses, site entrances, primary building entrances, public facilities, and adjacent uses to existing external bicycle and pedestrian facilities and streets.	**Yes.** A Class II bike path is provided along Central Avenue.

6.B.7: New streetlight electrical grid systems should be planned to supply future curbside electric vehicle charging stations. A 220/240V electrical supply should be extended to curbside spaces. The conduit should connect to an installed charging unit or an electrical pedestal or a well where a charging station may be installed in the future. Spacing of charging units, pedestals, or wells should be at least one per 50 potential curbside parking spaces in residential subdivisions.	**N/A.** The project does not allow curbside parking nor does the project consist of more than 50 parking spaces.

Attachment 9
Applicable General Plan Goals and Policies
Liberty Residential Subdivision Phase II, AP-21-1599 (GP, RZ, SUBD, DR)

General Plan Goal/Policy	Analysis
Land Use Element:	
2-G-1: Maintain a compact urban form within the City's projected municipal boundary. Ensure that hillside lands not environmentally suitable for development are maintained as open space.	**Consistent.** The proposed project would be constructed on an infill site.
2-G-4: Provide a range of development intensities, with the highest intensities in Downtown and in areas accessible to transit and services, and lower intensities in hillsides and at the City's southern edge.	**Consistent.** The project site is within a half-mile distance of the Pittsburg Center BART station and a quarter-mile of two bus stops located near the intersections of Railroad Avenue/Central Avenue and Harbor Street/Central Avenue (Tri Delta Transit Routes 381 and 387).
2-G-5: Promote a diversity of housing types, including opportunities for hillside estate development, as well as smaller lot, infill, and high-density housing.	**Consistent.** The proposed project would provide infill, single family development on smaller lots ranging from 2,150 (smallest lot size) to 3,649 sq. ft. (largest lot size).
2-P-5: Undertake planned development as a means to achieve high community design standards, not to circumvent development intensity standards.	**Consistent.** The proposed project will utilize a PD zoning, in part, to achieve a high-quality design outcome.
Growth Management:	
3-P-1: Allow urban and suburban development only in areas where public facilities and infrastructure (police, fire, parks, water, sewer, storm drainage, and community facilities) are available or can be provided.	**Consistent.** The proposed project will be built in an area where public facilities and infrastructure are already available.
3-P-2: Prior to project approval, ensure that the existing and planned transportation system will have adequate capacity to accommodate new urban development.	**Consistent.** Residents of the proposed development will have multiple transportation options available to them as the site is located near BART, Tri-Delta Transit, and bicycle lanes.
3-P-5: As part of development review, require preparation of a traffic impact study for all development projects expected to generate more than 100 net new peak hour vehicle trips. Ensure that traffic impact studies are prepared by professional transportation consultants selected and hired by the City, but require that project proponents pay all fees associated with development of such studies.	**Consistent.** The developer was not required to prepare a traffic impact study because the proposed project is expected to generate under 100 net new peak hour trips.
3-P-13: Review and update the City's transportation impact fee schedule, requiring developers to pay the costs necessary to mitigate impacts of their development projects on the local and regional transportation system.	**Consistent.** The proposed project will pay its share of the costs for the construction of facilities needed to serve the development. Conditions of approval will require payment of the Facilities Reserve Charge, Local Traffic Mitigation Fee (LTMF), and Regional Transportation Development Impact Mitigation Fee (RT-DIM) in accordance with the Pittsburg Municipal Code.

3-P-17: As part of development approval, ensure that safe and contiguous routes for pedestrians and bicyclists are provided within new development projects and on any roadways that are impacted as a result of new development.	**Conditionally Consistent.** Residents of the proposed development will be able to utilize the existing Class II bicycle lane along Central Avenue.
Downtown Element	
5-G-2: Promote the development and intensification of the Downtown commercial core as both a visitor destination and a neighborhood retail center. Encourage a critical mass of visitor-oriented retail businesses, such as gift shops and galleries, as well as neighborhood retail and personal services.	**Consistent.** The proposed project will promote the development and intensification of the Downtown commercial core as neighborhood retail center by increasing the demand for retail and other amenities.
5-G-4: Establish a Downtown population goal of at least 7,000 to provide vitality and support a vibrant neighborhood commercial center.	**Consistent.** The proposed project will add approximately 55 people (17 units at 3.27 people/unit). The additional population will help further support a vibrant neighborhood commercial center.
Transportation Element	
7-G-15: Encourage walking as a regular means of transportation for people who live within a half-mile walk of school, work, or routine shopping destinations.	**Consistent.** The proposed project will encourage walking as a regular means of transportation due to the site's proximity to various amenities. The project site is within a half-mile distance of Marina Vista Elementary School, Pittsburg High School, City Park, John Buckley Square, the Pittsburg Center BART station, and the Downtown commercial core.
7-P-2: Use the adopted Regional and Local Transportation Impact Mitigation Fee ordinances to ensure that all new development pays an equitable pro-rata share of the cost of transportation improvements.	**Consistent.** The proposed project would be required to pay all building permit and impact fees associated with residential development.
7-P-34: As part of development approval, ensure that safe and contiguous routes for pedestrians and bicyclists are provided within new development projects and on any roadways that are impacted as a result of new development.	**Consistent.** There is an existing Class II bicycle lane along Central Avenue.
Resource Conservation Element	
9-G-7: Comply with Regional Water Quality Control Board regulations and standards to maintain and improve the quality of both surface water and groundwater resources.	**Consistent.** The proposed project will comply with conditions of approval requiring submittal of a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board for coverage under the Construction general Permit. Additionally, in accordance with the Memorandum of Understanding executed with the City on May 16, 2016, and amended December 12, 2019, the applicant will use offsite mitigation credits in lieu of constructing low impact development (LID) stormwater facilities within the project site.
9-P-22: Continue working with the Regional Water Quality Control Board in the implementation of the National Pollutant Discharge Elimination System (NPDES), with specific requirements established in each NPDES permit.	

Health and Safety Element	
10-G-8: Ensure that new development mitigates impacts to the City's storm drainage capacity from storm water runoff in excess of runoff occurring from the property in its undeveloped state.	**Consistent.** The project will comply with conditions of approval requiring implementation of a Storm Water Control Plan in compliance with the requirements set forth in the City's most current NPDES permit.
10-P-39: Strive to maintain a ratio of 1.8 sworn police officers per 1,000 residents.	**Consistent.** The project site will be annexed into the City's CFD 2005-1 for police and other emergency services
Public Facilities Element	
11-G-2: Continue to implement water conservation policies to ensure adequate supplies of water in the future.	**Consistent.** The proposed project is required to meet the 2019 California Green Building Standards Code, Part 11. Residential Mandatory Measures sections 4.303 and 4.304 require water conserving plumbing fixtures and fittings and water efficient landscaping.
11-P-7: Ensure that new residential, commercial, and industrial development equitably shares costs associated with providing water services to areas of urban expansion within the Planning Area.	**Consistent.** The proposed project will equitably share the costs associated with providing water and wastewater services to the subdivision through payment of the Pittsburg Facilities Reserve Charge.
11-P-18: Ensure that new residential, commercial, and industrial development equitably share costs associated with providing wastewater services to areas of urban expansion within the Planning Area.	
Noise Element	
12-P-6: Ensure that new noise-sensitive uses, including schools, hospitals, churches, and homes, in areas near roadways identified as impacting sensitive receptors by producing noise levels greater than 65 dB CNEL (Figure 12-1), incorporate mitigation measures to ensure that interior noise levels do not exceed 45 dB CNEL.	**Consistent.** The proposed project will provide sound walls along the north and south property lines and will also comply with conditions of approval requiring upper-floor windows of residences adjacent to the UPRR tracks (homes on Lots 11-14) to be upgraded to a Sound Transmission Class (STC) rating of 32. The proposed sound walls and upper-story windows will help ensure interior noise levels do not exceed 45 dB CNEL.
Housing Element	
P-1.1 B: Ensure there is an adequate supply of mixed use and residentially zoned land of appropriate densities to accommodate existing and anticipated housing needs through 2022. Rezone vacant/underutilized land that is deemed appropriate for mixed use or residential/higher-density residential use.	**Consistent.** The project site being rezoned is vacant, underutilized, and appropriate for higher-density residential use given its proximity to schools, parks, transit, and commercial amenities.
P-1.2: Encourage the construction of both high end and moderate-income housing in the southern foothills, downtown, along the waterfront, and throughout Pittsburg to provide above moderate-income housing opportunities in the community and to increase economic activity within the city.	**Consistent.** The proposed project will provide market-rate housing near the Downtown and increase demand for economic activity in nearby shopping centers.

P-1.5: Encourage the construction of accessory dwelling units or "second units" that allow extended families to live near each other, increase the affordable and rental housing stock, and provide income assistance to homeowners.	**Consistent.** The proposed project will provide two single-family homes with accessory dwelling units that would allow extended families to live near each other, increase the affordable and rental housing stock, and provide income assistance to homeowners.
P-1.6: Meet Pittsburg's fair share regional housing needs [allocation].	**Consistent.** The proposed project will help attain the City's Regional Housing Needs Allocation for moderate and above-moderate income households
P-5.1: Enhance the quality and variety of new home designs and home additions to ensure an attractive living environment.	**Consistent.** The proposed project will comply with the City of Pittsburg Development Review Design Guidelines (DRDGs) and conditions of approval requiring construction of quality home designs to ensure future residents will enjoy an attractive living environment.

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 2021-2022 Community Development Block Grant Consolidated Annual Performance and Evaluation Report

MEETING DATE: September 19, 2022

EXECUTIVE SUMMARY

The Housing and Community Development Act of 1974, as amended, requires all Community Development Block Grant (CDBG) entitlement jurisdictions to prepare and submit a Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) by September 30th of each year. The CAPER is a "report card" that documents how well the City met its goals during the period of July 1, 2021 through June 30, 2022 (Program Year) in helping low to moderate income residents of Pittsburg with a variety of services and improvements utilizing CDBG funds.

FISCAL IMPACT

The CDBG program is a federally funded program. Activities and staffing expenses associated with the program are paid by HUD.

RECOMMENDATION

City Council open the public hearing considering the 2021-2022 CAPER, receive testimony, close the public hearing, consider the public comments, and adopt the Resolution approving the 2021-2022 CAPER for submission to HUD.

BACKGROUND

HUD regulations require the City to submit the CAPER to report on the CDBG activities and programs undertaken during the Program Year. These activities were previously approved on May 3, 2021 by Resolution 21-13927 in the 2021-2022 Annual Action Plan.

The CAPER provides a concise summary of the CDBG funding available and expended in the Program Year. These monies funded activities and programs that address the priority needs and specific objectives identified in the Contra Costa Consortium 2020-2025 Consolidated Plan (2020-2025 Consolidated Plan) and those that met the national objectives and community development goals.

As required, the CAPER consists of specific program narratives, an assessment of annual performance, and an assessment of progress toward meeting goals and objectives contained in the 2020-2025 Consolidated Plan. In addition, the CAPER provides the number of people assisted with CDBG funding in the Program Year, amount of funds budgeted and used for approved activities and programs, and actions by the City to affirmatively further local and Contra Costa County Consortium objectives.

SUBCOMMITTEE FINDINGS

The CAPER for fiscal year 2021-2022 was not discussed in a subcommittee.

STAFF ANALYSIS

The preparation of the CAPER consists of an analysis of the year-end reports submitted by the subrecipients. These reports provide a summary of each subrecipient's program goals accomplished, problems encountered, and success stories.

Activities undertaken during the Program Year consist of the following:

- $93,775 was expended by five (5) agencies funded under the Public Services category. The Public Service activities funded included programs catering to youth, homeless and people without medical insurance to improve accessibility to services for Pittsburg residents. A total of 1,850 low income residents were served.

- $50,600 was expended towards Economic Development activities that provide job training and placement along with programs that assist micro-enterprises. A total of 25 low income residents were served.

- $226,740 was expended towards Infrastructure and Public Facilities improvements that included installation of 38 curb ramps in target areas to improve accessibility.

- $13,275 was expended under the Housing Rehabilitation program which $10,000 was funded by CDBG funds and $100,000 was funded by Cal-Home funds. A total of three (3) applicants went through the review process. However, only two (2) residents received a loan for the rehabilitation of their home. Below are the results of all applicants reviewed:

  - 1 applicants carried over to program year 2022-2023.
  - 2 applicants received loans.

- $120,840 was expended for Program Administration and Planning.

The City utilized its CDBG funds to assist low to moderate income residents. The targeted total persons or households to be served were 4,974 during the Program Year. The year-end total number of persons or households served were 5,622. CDBG funds allow the City to create a more livable, better functioning, and attractive community for its residents.

As required, the public comment period commenced on September 2, 2022 and ended on September 18, 2022. Copies of the draft 2021-2022 CAPER were made available for review online on the City's website. Interested parties were encouraged to send comments on the draft 2021-2022 CAPER during the comment period.

ATTACHMENTS: Resolution
Draft CAPER

Report Prepared By: Melaine Venenciano, Senior Administrative Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution Approving)	RESOLUTION NO. 22-
The 2021-2022 Community Development Block)	
Grant Consolidated Annual Performance and)	
And Evaluation Report)	

WHEREAS, the Housing and Community Development Act of 1974, as amended, requires all Community Development Block Grant (CDBG) entitlement jurisdictions to prepare and submit a Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) by September 30th of each year; and

WHEREAS, the CAPER is a "report card" that documents how well the City met its goals during the period of July 1, 2021 through June 30, 2022 (Program Year) in helping low income residents of Pittsburg with a variety of services and improvements utilizing CDBG funds; and

WHEREAS, the CAPER provides a concise summary of the CDBG funding available and expended in the Program Year; and

WHEREAS, these monies funded activities and programs that address the priority needs and specific objectives identified in the Contra Costa Consortium 2020-2025 Consolidated Plan (2020-2025 Consolidated Plan) and those that met the national objectives and community development goals; and

WHEREAS, the CAPER consists of specific program narratives, an assessment of annual performance, and an assessment of progress toward meeting goals and objectives contained in the 2020-2025 Consolidated Plan; and

WHEREAS, the CAPER provides the number of people assisted with CDBG funding in the Program Year, amount of funds budgeted and used for approved activities and programs, and actions by the City to affirmatively further local and Contra Costa County Consortium objectives; and

WHEREAS, the City complied with public participation requirements by soliciting comments and holding a public hearing on September 19, 2022; and

WHEREAS, the City will submit a final version of the CAPER, incorporating all public comments received to HUD on or before September 30, 2022.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby approves the 2021-2022 CAPER.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of September 2022, by the following vote

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

2021-2022

DRAFT

Community Development

Block Grant

Consolidated

Annual Performance

and Evaluation Report



City of Pittsburg

65 Civic Avenue

Pittsburg, CA 94565

Duns Number: 1979275128

SUBMITTED TO HUD ON SEPTEMBER _____

Public Review and Comment Period:

September 2– September 18, 2022

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)
This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

This Consildated Annual Performance and Evaluation Report CAPER) covers the accomplishments under the Community Development Block Grant (CDBG) program for the period of July 1, 2021 to June 30, 2022 (Program Year). It is the City's goal to utilize CDBG funds to improve the quality of life for Pittsburg residents; especially the low and moderate income population.

Activities undertaken during the Program Year consist of the following:

- $93,775 was expended by five (5) agencies funded under the Public Services category. The Public Service activities funded included programs catering to youth, homeless and people without medical insurance to improve accessibility to services for Pittsburg residents. A total of 1,850 low income residents were served.

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CDBG funds allow the City to create a more livable, better functioning, and attractive community for its residents.

As required, the public comment period commenced on September 2, 2022 and ended on September 18, 2022. Copies of the draft 2021-2022 CAPER were made available for review online on the City's website. Interested parties were encouraged to send comments on the draft 2021-2022 CAPER during the comment period.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator163	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
AH 1 - Housing Rehabilitation	Affordable Housing	CDBG: $50,000	Homeowner Housing Rehabilitated	Household Housing Unit	15	4	26.66%	3	2	66.66%
CD-1 General Public Services	Non-Housing Community Development	CDBG: $152,237	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	6370	1529+1707	50.80%	1105	1707	154.00%
CD-3 Youth	Non-Housing Community Development	CDBG: $102,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	675	142+123	39.25%	215	123	57..20%

CD-6 Economic Development	Non-Housing Community Development	CDBG: $200,000	Public service benefits other than Low/Moderate Income Housing Benefit	Persons Assisted	5	2	40.00%	1	1	100.00%
CD-6 Economic Development	Non-Housing Community Development		Businesses assisted	Businesses Assisted	225	36+25	27.11%	21	25	119.00%
CD-7 Infrastructure/Public Facilities	Infrastructure/Public Facilities	CDBG: $1,032,508	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Curb Ramp Installation	70	28+38	94.28%	22	38	172.00%
H 1 - Shelter for Homeless Population	Homeless	CDBG: $157,762	Public service benefits other than Low/Moderate Income Housing Benefit	Other	0	0	0	CORE NOT FUNDED BY CDBG0	0	.00%
H 1 - Shelter for Homeless Population	Homeless		Homeless Person Overnight Shelter	Persons Assisted	75	11?+21	42.66%	15	21	140.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The 2020-2025 Consolidated Plan identifies a list of housing and community development needs. A Strategic Plan was produced to establish the priority of needs and objectives specific to Pittsburg. The objectives are intended to meet the identified priority needs. There were three priority needs category identified in the 2020-2025 Consolidated Plan:

- **Affordable Housing** – It is a priority to maintain and preserve the existing affordable housing stock, including single family residences owned and occupied by lower-income households, multi-family units at risk of loss to the market, and housing in deteriorating or deteriorated lower income neighborhoods.

During the Program Year, $13,275 was expended under the Housing Rehabilitation program which $10,000 was funded by CDBG funds and $100,000 was funded by Successor Agency funds. The Housing Rehabilitation Program provides low-interest rehabilitation loans to Pittsburg homeowners for the purpose of improving their property.

• Maximum loan available is $30,000.

• Health and safety hazards will be given top priority for consideration in the program.

• Loan funds may be used for various improvements, but are required to fall under the category of health and safety, property maintenance, functional obsolescence, energy efficiency, or removal of architectural barriers for the disabled. Common repairs permitted under this loan program include, but are not limited to: new roofs and gutters; electrical and plumbing upgrades; and installation of ramps and grab bars.

- **Non - Housing Community Development** - Non-housing community development needs are those public service, infrastructure, economic development, and other development needs in the community that have an important impact on the living conditions of Pittsburg residents.

A total of $371,115 was expended towards the public service, economic development, and infrastructure categories.

The purpose of addressing a community's non-housing needs, in addition to its housing needs, is to help create more livable, better functioning, and more attractive

communities by integrating economic, physical, environmental, community, and human development programs in a comprehensive and coordinated fashion so that families and communities can thrive while working together.

Disability Data – Subrecipients that were funded in program year 2021 do not specifically serve disabled persons only. Rather Pittsburg funds programs that serve residents who may be disabled such as the construction of curb ramps for accessibility in certain census tracts, St. Vincent de Paul RotaCare, and Loaves and Fishes who serve a population that may include mentally disabled persons. If an agency that specifically serves disabled persons is funded in future fiscal years, such data will be reported by the subrecipient and will be included in future CAPERs.

- **Homeless Strategy -** Homelessness is a result from a combination of factors related to the socioeconomic systems and personal and familyissues. The City is committed to working with the County Continuum of Care (CoC) in its effort to reduce homelessness throughout the county.

  The City understands that homelessness is a regional issue. Therefore, sharing pooled resources provides a more effective method in addressing a regional issue. Health, Housing, and Homeless Services (H3) is the administrator for the Contra Costa Homeless Continuum of Care (CoC), a collaborative of local agencies that addresses housing and homelessness in the county. As the administrator, H3 provides strategic direction and coordination of funding and programmatic oversight of CoC programs. As the CoC lead agency, H3 is responsible for:

  •advancing partnerships with service providers, community leaders, and stakeholders;

  • building capacity with local and federal resources;

  • implementing and managing CoC initiatives;

  • administering the Coordinated Entry System (CES);

  • maintaining the Homeless Management Information System (HMIS);

  • coordinating CoC funding and programmatic oversight; and,

  • measuring and reporting outcomes through HUD Performance Measures and evaluation efforts.

  During the Program Year, meetings with various partners have resumed slowly to ensure services continue to serve the homeless population. Cty staff has monthly

meetings with County staff to ensure it is kept abreast of the homeless strategy in the county in order to make a positive impact. A total of $22,999 of CDBG funds were expended towards the Winter Nights Emergency Family Shelter and Safe Parking Program. Winter Nights is an emergency shelter for homeless families supported by hundreds of volunteers from member faith communities throughout central Contra Costa County. Beginning in October and open until June, the shelter location moves from congregation to congregation every two weeks during the cold winter months.

The City currently has a dedicated Coordinated Outreach Referral and Engagement (CORE) team sponsored by Contra Costa County (County) that cost approximately $200,000 annually. The County offered full sponsorship for two (2) fiscal years to address the impacts on the community of the County's acquisition and conversion of Motel 6 as a permanent homeless shelter under Project Home Key. The CORE team connects the homeless and transitional age youth living on the streets or in encampments to navigation centers, housing, and supportive services, and is the first point of entry to the County's Coordinated Entry system.

The City also works with the CoC by having one Pittsburg Police Officer assigned on the Mental Health Evaluations Team (MHET) and by supporting the Health Care for the Homeless Team. MHET assists persons who recently had a mental health crisis by linking them to services to diminish the likelihood of another crisis.

During the three years since the 2019 homeless point-in-time count, Contra Costa Health (CCH) and community partners have added hundreds of shelter beds across the county, a 30% increase. The County's 2022 point-in-time count, estimates that 3,093 people are staying in shelter beds or living outdoors on an average night in Contra Costa, compared to 2,295 in 2019. On the night of the 2022 point-in-time count, there were 221 unsheltered people in Pittsburg compared to 128 in 2019.

The site at 2101 Loveridge Road in Pittsburg was previously a Motel 6 was used since the beginning of the COVID-19 pandemic as a non-congregate emergency shelter for county residents with funding from the State's Project Roomkey program. The Project Homekey award allowed Contra Costa County to negotiate the purchase of the motel and provide the necessary renovations to make a state-of-the-art interim housing facility with services such as basic healthcare, housing navigation and case management provided on site.

The previous Motel 6 is now a 172-unit interim housing site called Delta Landing and was among the first in California to open thanks to the State's Homekey program to

build and sustain housing for residents experiencing homelessness. Delta Landing, recipient of a $21.5 million Homekey grant in 2020, opened in early 2022 after extensive site renovation. In addition to new paint, roof, furnishings, laundry and fire sprinkler system, clients can make use of a new wellness center for physical and behavioral health needs and co-located services to help them regain permanent housing.

To help bring more affordable housing to Contra Costa, the board established the Local Housing Trust Fund with $10 million from Measure X, the countywide sales tax that began in 2021. Measure X funds will contribute $12 million annually to the fund, administered by county agencies in part to support acquisition, construction, preservation, and rehabilitation of affordable housing in the county.

Project Homekey will fund $4.196 million toward operation of Delta Landing, a permanent service facility that will help county residents transition into stable living situations and is managed by Bay Area Community Services (BACS), a contractor of a Health, Housing, and Homeless Services (H3).

City staff participates in a monthly meeting with staff from the Continuum of Care (CoC), the H3 as well as BACS. H3 provides advice on the operations of homeless services, program operations, and program development efforts in the county to strategically plan to prevent and end homelessness. Together, all agencies are working collaboratively to ensure homeless services are available while minimizing negative impacts to the community.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	407
Black or African American	63
Asian	15
American Indian or American Native	7
Native Hawaiian or Other Pacific Islander	20
American Indian/White	1
American Indian/Black	1
Asian/White	1
Black/White	2

Other	95
Total	**611**
Hispanic	444
Not Hispanic	167

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Low mod area benefit consists of those persons in the census tracts served by Loaves and Fishes and by the installation of ADA ramps:

Loaves and Fishes	1265
ADA Ramps Installation	3745

Limited English Proficiency (LEP) - In order to better serve Pittsburg's LEP residents, the City has a Language Assistance Plan (LAP). The LAP was updated in 2017 to encourage involvement and participation by LEP persons in programs or activities that are HUD funded. According to the 2017 American Factfinder Community Survey, approximately 17.2% of Pittsburg's population is Asian. However, the individual percentages of the ethnicities that make up the Asian category are less than 5%, with the exception of the Filipino community. Staff solicits participation during the CAPER, Consolidated Plan and Annual Action Plan process by posting the public hearing notices in English, Spanish and Tagalog.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	Public – Federal	$666,788	$501,955

Table 3 – Resources Made Available

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of Pittsburg	100	100	Citywide

Table 4 – Identify the geographic distribution and location of investments

Leveraging

Explain how Federal funds leveraged additional resources (private, State and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City leverages Federal, State, and local resources to the greatest extent feasible to assists with the needs identified in the 2020-2025 Consolidated Plan.

The City's Police Department receives the following grants which enables the City to carry out a wide range of community development activities directed toward revitalizing neighborhoods and developing viable urban communities by providing a suitable living environment for low- and moderate-income households.

- OTS DUI Grants - $90,000
- Tobacco Grant (three years) - $687,963
- Edward Byrne Memorial Justice Assistance - $30,284
- COPS Grant (three years) – $125k for three years. This is the third year and was only funded $21,486 so $103,514 remaining in FY2023
- Supplemental Law Enforcement Program - $100,000/annually

The City of Pittsburg's 5-Year Capital Improvement Program (CIP) is a multi-year planning instrument for construction of new facilities and infrastructure, and for the expansion, rehabilitation, or replacement of existing City-owned assets. The 5-Year CIP is developed by City Staff and is adopted by the City Council as a guide for prioritization of various projects to accomplish community goals. The CIP is updated regularly to reflect changing priorities and funding availability, and to remove projects that have been completed.

This 5-Year CIP for Fiscal Year (FY) 2021/22 through FY 2025/26 includes 240 projects with a total estimated cost of $433,469,449 for the benefit of the residents of Pittsburg, and projects proposed by Pittsburg Power Company at the Island Energy facility on Mare Island in Vallejo. Each of the proposed projects meets one or more of the following criteria:

• Elimination of potentially hazardous or unsafe conditions and potential liability

• Replacement of high-maintenance, inefficient or ineffective infrastructure

• Improvement to and/or creation of new services to the public

• Compliance with regulatory requirements and mandates

• Stimulation of the local economy and elimination of blighted conditions

• Compliance with the City of Pittsburg General Plan

• Preservation of existing assets

The schedule and prioritization of CIP projects are based on available funding, public benefit, and funding restrictions. Staff has solicited comments from department management and other City staff to evaluate projects proposed for inclusion in the CIP. All of the projects on the list have been evaluated and ranked. Funding that is proposed for the projects listed are according to their priority ranking or available funding. Staff obtains funding projections and available funding for current and future projects from the City's Finance Department and applies them to the CIP accordingly. These projects will receive further evaluation in the next 5-Year CIP update planned for FY 2022/23.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

Number of households to be supported	One-Year Goal	Actual
Homeless	No goal identified in the Program Year.	Not applicable.
Non-Homeless	No goal identified in the Program Year.	Not applicable.
Special Needs	No goal identified in the Program Year.	Not applicable.
Total		

Table 5- Number of Households

Number of households supported through	One-Year Goal	Actual
Rental Assistance	0	0
The Production of New Units	0	0
Rehab of Existing Units	3	2
Acquisition of Existing Units	**0**	**0**
Total	**3**	**2**

Table 6 - Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

In an effort to produce affordable housing, Pittsburg is part of the HOME Consortium with Contra Costa County. The purpose of the HOME program is to expand the supply of decent, safe, sanitary, and affordable housing for very-low and low-income households. HOME funds may be used for projects to acquire, rehabilitate, and construct housing for lower-income households in the Consortium area. HOME funds cannot be used for half-way houses or student housing. HOME funds are typically only eligible for new HOME projects. Except in rare circumstances, it is not permissible to invest additional HOME funding during the HOME affordability term into a project that has previously been awarded funds. The HUD HOME term for new construction projects is 20 years and up to 15 years for acquisition/rehabilitation projects.

Goals:

1)Increase Affordable Rental Housing Supply. Expand housing opportunities for extremely low-income, very low-income, and low-income households by increasing the supply of decent, safe, and affordable rental housing.

The Atchison Mixed-Use Development which is currently being constructed consist of 202 residential units plus 13,669 commercial space complex will have 100 apartment units for very low-income households earning 50% of area median income (AMI) and 100 units for low-income households earning 70% of AMI. The remaining two units would be occupied by property managers. Apartment rents could range from $1,085 to $1,519 for a studio; $1,162 to $1,627 for a one-bedroom unit; and $1,395 to $1,953 for a two-bedroom unit.

Another housing project that is currently in construction is Beacon Villas which consist of fifty-three (53) units with rents ranging from 50%-70% of AMI.

2) Increase Affordable Supportive Housing Supply. Expand housing opportunities for persons with special needs, including seniors, persons with disabilities, persons with HIV/AIDS, veterans, and the homeless, by increasing appropriate and supportive housing.

Veterans – A dozen years after it was envisioned, an affordable apartment complex for low income veterans and others facing homelessness has opened in Pittsburg. Over the years, the planned Veterans Square apartments at 901 W. Los Medanos St. has been both supported and criticized for its prime downtown location, but at the grand opening on May 11, 2022, one could only hear the accolades. CDBG funds were allocated for the land acquisition for the Veterans Square housing project.

Located close to restaurants, bus services and the Pittsburg Center BART Station, the Satellite Affordable Housing Associates' Veterans Square features solar thermal systems and other green features, as well as room for a community garden. The three-story building includes 28 one-bedroom and two two-bedroom apartments, ranging from 575 to 783 square feet, with an on-site manager. On-site services include health and wellness classes, education and employment services and social activities. The Pittsburg Housing Authority administers 160 Veteran Affairs Supportive Housing (VASH) vouchers and provided a loan towards the construction of Veterans Square..

Discuss how these outcomes will impact future annual action plans.

Affordable homes for veterans are desperately needed throughout the county and the state. According to the United States Interagency Council on Homelessness, there are over 10,000 veterans currently experiencing homelessness in California alone.The Veterans Square project has certain on-site services provided by a qualified service provider experienced in serving the veteran population. Therefore, the service provider may be eligible to apply for future CDBG funds that can be utilized to enhance services. **Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.**

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	488	Not applicable.

Low-Moderate income	123	Not applicable.
Total	**611**	**Not applicable.**

Table 7 – Number of Persons Served

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Narrative Information

Fortunately, Pittsburg has its own Housing Authority that can help in the efforts to address "worst case needs" and progress in meeting the needs of persons with disabilities. It is the Housing Authority's objective to ensure that families are placed in the proper order on the waiting list and selected from the waiting list for admissions in accordance with the policies of its Administrative Plan. The Housing Authority has two local preferences 1) Pittsburg resident and 2) Veteran status. Each preference has been determined after a public hearing in accordance with applicable federal regulations. Applicants that qualify for a local preference shall be ranked in the following order: 1) any household family member who lives, works, or has been hired to work, or attending school in the city 2) veteran or surviving spouses of veterans. Preference is given for admission of a single person who is 62 years or older or person with disabilities over other single persons. In accordance to the Quality Housing and Work Responsibility Act of 1998, each fiscal year, the Housing Authority will reserve a minimum of seventy-five percent (75%) of its Section 8 new admissions for families whose income does not exceed thirty percent (30%) of the area median income or as HUD refers to these families as "extremely low-income families". The Housing Authority will admit families who qualify under the extremely low-income limit to meet their income targeting requirement, regardless of preference.

Pittsburg believes in a regional approach when addressing our community's housing needs. We continue to foster relationships with various agencies in the county and provide these resources to the community.

1) Home Match - Helps homeowners with extra rooms connect with home seekers who need an affordable place to live, creating a win-win situation.

2) Catholic Charities of the East Bay - Rooted in compassion and human dignity for all, Catholic Charities of the East Bay works with youth, children, and families to promote self-sufficiency, strengthen families and pursue safety and justice.

3) Destination Home - Provides 12 units of permanent supportive housing for chronically homeless, disabled individuals. Participants of the project receive a safe, permanent place to live as well as wrap-around services to help stabilize their lives. Case management, assistance enrolling in mainstream benefits and services, and access to peer support groups are all part of a larger continuum of services that allow individuals to work through many of the issues that led to their homelessness while simultaneously moving toward a more sustainable future.

4) Permanent Connection - Provides subsidized permanent housing linked to services for homeless youth with chronic mental illness, HIV/AIDS, or developmental or physical disabilities. Youth over the age of 18 receive wrap-around support services that assist them to not only maintain, but also thrive in their housing.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City continues to participate in the countywide effort to assist the homeless population by funding services that take proactive steps to implement the CoC strategy for the homeless. Pittsburg has dedicated CORE team. CORE teams served as an entry point into the coordinated entry system for unsheltered persons and work to identify, engage, stabilize and house chronically homeless individuals and families. They provide basic needs supplies, counseling, benefits assistance, linkages to healthcare, shelter placement, and referrals and transportation to CARE Centers. The CORE staff have built trusting relationships with hard to reach clients. CORE staff have been able to link people to services and continue to coach and educate individuals and families on health, safety and sanitation. CORE teams also established connections with agencies to coordinate services and work together to support the homeless population. These partnerships helped to get individuals and families access to health, mental health, and dental services; connect individuals and families to shelters, and drug and detox programs.

The City has its own homeless team which comprises of staff from various departments including the Police Department, Environmetal Services, Engineering, Public Works, City Attorney and Community Services. This team meets monthly to discuss current issues that are affecting its residents which includes the homeless population and sets strategies that can help the community as a whole. Police officers that are in direct contact with the homeless population provide food vouchers, clothing and in some cases, vouchers for lodging at a local motel. The Police officers have established relationships with many of the homeless people in the community and have identified a select few that have the potential to overcome certain barriers so that they can be integrated back to society.

Addressing the emergency shelter and transitional housing needs of homeless persons

CDBG funds were expended to address shelter needs for the homeless population. The Winter Nights Emergency Family Shelter is an emergency shelter for homeless families that operates from October to June. The program provides food, tutoring, transportation, case management, housing placement assistance to homeless families.

The Winter Nights Shelter also operates a Safe Parking Program (SPP) which can served up to 16 persons overnight February and June 30th. St. Vincent de Paul in Pittsburg allowed SPP clients to use the showers 3 days a week, and staffing increased

during the daytime to supervise the shower schedules and restroom use at the SPP site since daytime restrooms were hard to find. Case management continued at the SPP also and several clients found housing.

CDBG funds were also used for the St. Vincent De Paul Rotacare clinic that is operated at the St. Vincent De Paul facility in Pittsburg. This program not only offers free medical care but also serves as a day time shelter for homeless families. A feeding program is also within walking distance from the facility and offers hot meals for these families.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Contra Costa County's Coordinated Entry System (CES) allows service providers to efficiently and effectively connect people to interventions which aim to rapidly resolve their housing crisis. CES aims to help consumers with fewer roadblocks and fewer vulnerabilities obtain housing with short-term supports while connecting the highest needs, most vulnerable persons in the community to available housing and supportive services. CES is comprised of a variety of programs to serve those at-risk of homelessness, currently homeless, and formerly homeless people now housed in permanent supportive housing. The goal of CES it to move people from access points, and for those with higher needs, to housing services. The CES is has a prevention/diversion screening tool to be used by Contra Costa Crisis Center (2-1-1) and other crisis service entry points into our system to identify clients on the brink of homelessness and connect them to prevention and mainstream services. Clients are connected to prevention providers throughout the County.

AB 109 - Reentry: The CoC has two discharge plans for former inmates, the Reentry Strategic Plan and Realignment Plan. The Reentry Strategic Plan focuses on: 1) housing-focused discharge planning prior to release; 2) formalized pre-release planning that identifies service needs & connects prisoners with community-based service providers; and 3) enrollment in public benefits at least 90 days prior to release. Realignment Plan provides: 1) pre-release "reach-in" assessments, case management and referrals to housing resources, and 2) individualized treatment plans for mental health/substance abuse issues, linked with housing services. training, substance abuse treatment & childcare. Under AB109, probationers have five days upon prison release to report to their Probation Officer (PO) to review their probation orders. At their initial meeting, the PO

determines whether the individual received “custody” mental health services and/or was released with a 30 day supply of psychotropic medications. POs may then offer the individual a referral to Mental Health Services to be assessed for their voluntary continuation of medications and need for focused forensic case management services. There is also coordination with the Parole and Community Team (PACT), comprised of service providers, police & the California Department of Corrections Regional Parole Board, to link newly released ex-offenders with resources like housing, education, employment, job training, substance abuse treatment & childcare.

The St. Vincent de Paul’s RotaCare is a free medical clinic and received $22,237 of CDBG funds. This free medical clinic is staffed with a team of volunteer medical professionals including physicians, pharmacists, pharmacy technicians, nurses, health educators, bi-lingual translators, social workers, receptionists and administrative assistant. They provide medical care and preventative services to uninsured and low income residents of Pittsburg. They directly improved availability and access to health services and reduced health disparities for low income and underserved residents. A total of 198 people were assisted during this Program Year.

Countywide Discharge Coordination Policy

FOSTER CARE: When foster youth age out of the foster care system, the County links them to the Independent Living Skills Program (ILSP). ILSP includes workshops that prepare youth for emancipation (money management, education, computer skills, home management, and social skills), employment assistance, non-McKinney-Vento housing and retention services, and an individualized transition plan out of foster care. In addition, foster youth can elect to remain in foster care or return to care after emancipation (but before turning 21) to receive a two-year housing subsidy, which can be used in a market rate unit, student housing, or congregate living. This is a State program that all foster youth and former foster youth are able to access.

HEALTH CARE: Hospital discharge protocol, adopted by the CoC and by all hospitals in the County, states: 1) Hospitals will not discharge people who are not ambulatory or not capable of caring for themselves; 2) prior to discharge, the hospital will seek a pre-discharge assessment from a Healthcare for the Homeless (HCH) nurse; 3) the HCH nurse will assess the viability of a respite placement and make a recommendation accordingly; 4) prior to discharge, the hospital will ensure that a patient has an appointment for follow-up medical care; 5) the hospital will discharge the patient with enough medications and/or supplies for at least 7 days; and 6) the hospital will ensure that the patient leaves with all of their belongings and is appropriately clothed.

ALCOHOL AND OTHER DRUGS SERVICES 1.) AOD works in partnership with the Behavioral Health Benefits Unit to enroll clients in Medi-Cal immediately upon release

from a facility. 2.) AOD works to reduce the early termination rate among formerly incarcerated individuals in Substance Use Disorder (SUD) treatment. Coupled with training, AOD continues to adapt program policies and procedures which support successful engagement of this population while adhering to regulatory State mandates. AOD continues to assist and encourage providers to develop/form/create linkages/agreements/MOUs with primary care and mental health and housing for provision of services to AOD clients. A Housing Specialist is available at the Discovery House by the Homeless program to help clients prepare housing arrangements before discharge and support long-term recovery.

MENTAL HEALTH: Clients treated by the County Behavioral Health Division are regularly reviewed for readiness and prepared for discharge into environments that provide stepped-down levels of care. The Department holds a weekly Bed Committee where all institutionalized consumer's discharge plans are prepared. Discharge planning responsibilities fall to the Clinic managers for those consumers currently receiving services and to the Mental Health Transition Team (consisting of managers, a psychiatrist, RNs, clinicians and peer providers) for those patients not otherwise connected to the County system. State hospitals discharge to Institutes for Mental Disease (IMD)/Skilled Nursing Facilities (SNF) and not to HUD CoC funded programs. Persons discharged from IMDs/SNFs are placed in Crisis Residential/Transitional Residential Services (CR/TRS), and those discharged from Acute Inpatient Facilities (AIFs) are released to appropriate settings, such as the Respite Center at the County's Adult Emergency Shelter. Those exiting CR/TRS are discharged to independent, shared or supported (e.g. Board & Care) housing. State Mental Health Services Act (MHSA) funds also pay for 79 housing units for homeless discharges with severe mental illness.

RESPITE CENTER - Philip Dorn Respite Center in our neighboring city of Concord is a twenty-four (24) bed shelter for homeless adults who are leaving the hospital and have health care needs that cannot be met in the emergency shelter environment. This is a collaborative project with Health Care for the Homeless and local hospitals.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The biggest barrier to reducing the length of time individuals and families experience

homelessness is the lack of affordable housing.

CHRONICALLY HOMELESS: The County's 2022 point-in-time count, estimates that 3,093 people are staying in shelter beds or living outdoors on an average night in Contra Costa, compared to 2,295 in 2019. On the night of the 2022 point-in-time count, there were 221 unsheltered people in Pittsburg compared to 128 in 2019.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Housing Authority provides rental subsidy to the maximum extent allowable. Funding is awarded by the Federal government to subsidize low-income families with their rent and utilities. The number of families the Housing Authority can assist is determined by the annual contract contribution awarded. Factors in determining the number of units available to assist eligible families are based on average housing assistance payments, fair market rents established by HUD, and administrative costs. With this in mind, for For FY 2021-2022, the Housing Authority received $19,610,202.These funds were used to subsidize 894 Section 8 recipients and 89 VASH vouchers.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The Housing Authority counsels clients who are interested in becoming homeowners by sharing information on the Homeownership Voucher Program. Eligible candidates are provided monthly mortgage subsidy upon the purchase their first home. The Housing Authority uses its normal voucher program payment standard schedule to determine the amount of subsidy. The housing assistance payment (HAP) is the lesser of either the payment standard minus the total tenant payment or the family's monthly homeownership expenses minus the total tenant payment. The Housing Authority may make the HAP payment directly to the family or to the lender.

Actions taken to provide assistance to troubled PHAs

The Housing Authority, operating the rental subsidy program, was a high performer during the Program Year. Therefore, no actions were taken.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The provision of adequate and affordable housing is an important goal of the City. As a result, the City has proactively implemented a variety of programs, incentives, and development standards to encourage the development, maintenance, and improvement of affordable housing.The City offers incentives for on-site compliance as outlined in City's Municipal Code Section 18.86.060. Incentives include:

- Allowing affordable units to be at most 10 percent smaller in square footage than market rate units.
- Allowing ownership units to be constructed on smaller lots.
- Allowing affordable units to have a fewer number of bathrooms and have different interior design, finishes, and features than market rate units in the same residential development.
- A reduction in off-street parking requirements for affordable units provided that the development is located downtown or within walking distance, generally ½-mile of transit facilities.
- Deferment of parkland, traffic mitigation, and other City fees.
- Provides for a density bonus for affordable housing projects.

In addition, to provide an incentive for the development of larger family units (four or more bedrooms), developers are offered credit toward the inclusionary requirement of one and one-quarter per larger family unit. On November 15, 2004, the City Council adopted Ordinance No. 04-1229 adding Chapter 18.86, Inclusionary Housing, to the Municipal Code. The Inclusionary Housing Ordinance contains minimum requirements for provision of affordable units within developments. The purpose of the City's Inclusionary Housing Ordinance is to establish minimum requirements, incentives, and alternative measures by which to ensure the provision of safe, decent, and affordable housing for all segments of the City's population, regardless of household income. This ordinance is only enforced on for sale units and not on rental housing.

The Successor Agency owns properties that are developable for housing projects. The City works with interested Developers by providing the following incentives:

- Providing incentives to developers who assist the City in meeting affordable housing needs, including units to accommodate special needs households:

female-headed households, seniors, disabled, developmentally disabled, large families, emancipated youth, seasonal and temporary workers, and the homeless
- Utilizing public funds to increase the supply of housing affordable to extremely low-, very low-, low-, and moderate-income large family households
- Prioritizing public funds for the development of housing affordable to extremely low income households for identified special needs groups
- Providing fee waivers and allow fee deferrals until issuance of a Certificate of Occupancy for developers constructing affordable housing developments and/or developers providing housing and programming serving identified special needs populations
- Assisting non-profit developers in seeking fee credits when redeveloping sites for affordable housing and/or housing developments serving an identified special needs population
- Giving priority in processing project applications with an affordable housing component and/or serving an identified special needs population

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City is committed to taking action to address obstacles to meeting underserved needs. Special needs groups such as elderly/frail elderly, persons with disabilities, and persons who are victims of domestic violence live throughout the city. Given that these special needs populations have various obstacles to accessing housing and services, Pittsburg will continue to provide CDBG funds for housing rehabilitation activities, public facility/infrastructure improvements, and public service activities that improve the quality of life for special needs groups.

During the COVID-19 pandemic, the Pittsburg Senior Center was able to maintain services to seniors in the community by providing 2 meal programs to ensure that seniors do not go hungry, offering virtual classes, performing weekly wellness calls/social distanced visits as well as held virtual Winter Ball, and an outdoor senior center, drive-up/walk up health fair. City staff also coordinated delivery of groceries to homes which were provided by the Solano and Contra Costa Food Bank.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Facts about Lead Poisoning in Contra Costa County:

More than 800 children with elevated blood lead levels have been identified in Contra Costa. Most of these children have been identified in the last eleven years because of routine screening.

- 475 children had lead levels between 10 - 14 µg/dL.
  161 children had lead levels between 15 - 19 µg/dL.
  158 children had lead levels between 20 - 44 µg/dL.
  6 children had lead levels of 45 µg/dL or higher.
- About 46% of the children are from the Richmond/San Pablo area.
  Another 26% of the children are from the Pittsburg/Antioch area.
  10% are from the Concord area.
  The rest live throughout the County, in areas as diverse as El Cerrito, Crockett, Brentwood, and San Ramon.

More than 63% of lead-poisoned children in Contra Costa have been under the age of 3 years. Most are one- and two-year olds.
Who's at Risk and Why?

- Low income children
  Nationwide data show that young children in publicly-assisted programs such as MediCal are at much higher risk for lead poisoning.
- Children living in old, deteriorating housing
  Lead-based paint is still the major source of childhood lead poisoning.
  More than half of Contra Costa cases have been linked to lead-based paint.
  Statewide percentages are even higher.
- Children of any income living in older housing that is being renovated or repainted
  Activities that disturb lead-based paint and create lead dust are very dangerous, especially for young children. They can also harm adults, including workers and owner-occupants engaged in do-it-yourself projects.

There are over 97,000 housing units built before 1960 in Contra Costa.
Because Contra Costa has experienced such rapid housing growth, percentages of old housing have declined overall. Older housing is not evenly distributed, and even within a community there are areas where the high-risk older housing is more concentrated. (State and federal agencies recommend targeted screening of all young children, regardless of income, in communities where > 27% of housing was built before 1960.)

Pittsburg's Census tract 3100 has 21% of its housing units being built pre-1960.

Pittsburg	21%	73% (CT 3100)

in Selected Central & East County Cities*

City	Percentage of Pre-1960 Housing - Citywide -	Percentage of Pre-1960 Housing- Selected Census Tracts -
Antioch	17%	61% (CT 3071.02)
Brentwood	9%	28% (CT 3031)
Concord	27%	66% (CT 3300)
Lafayette	52%	53% (CT 3480)
Martinez	27%	81% (CT 3170)
Orinda	56%	64% (CT 3540.01)
Pittsburg	21%	73% (CT 3100)
Pleasant Hill	34%	57% (CT 3230)

* Based on 2000 U.S. Census data

The City will continue to protect residents from lead-based paint hazards in housing funded with CDBG funds by conforming to HUD regulations 24 CFR Part 35. This regulation addresses the need to reduce or eliminate lead-based paint hazards in federally owned housing and housing receiving Federal funds. The City requires its subrecipients to agree to include requirements for compliance with this regulation. The City requires that recipients of homeowner rehabilitation funds sign HUD's Notification for Lead Based Paint and that any abatement required be included in the home's repairs.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Pittsburg employs a variety of strategies to help alleviate poverty in the city, including efforts to stimulate economic growth and job opportunities, and to provide residents with

the skills and abilities required to take advantage of those opportunities. Pittsburg uses a portion of its CDBG funds to provide grants to non-profit agencies to operate the Public Service programs that serve the low- income population including the homeless in the community.

One of the most significant efforts taken by the City to reduce persons living below the poverty level is funding several agencies that provide economic development programs and services for persons within the community who are extremely- or very low- income. In particular, the City believes by funding economic development programs, such as Contra Costa Child Care Council, Opportunity Junction's Job Training and Placement, and Renaissance Entreprenuership Center, it plays a role in reducing the number of persons below the poverty line by providing them the avenue and resources to obtain the skills and training needed to be competitive in the job market or become qualified business owners.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The Contra Costa County Consortium was formed by the County of Contra Costa and the cities of Antioch, Concord, Pittsburg and Walnut Creek to develop a collaborative approach to administering and implementing the goals and objectives of the respective CDBG programs. The Contra Costa County Consortium members coordinate consolidated Planning efforts and have developed a streamlined process for applying for CDBG/HOME/ESG funds that allow applicants to complete one application for multiple jurisdictions and, once funded, complete one periodic performance report for all funding jurisdictions. This joint effort has eased the administrative burden for subrecipients and allows jurisdictions to easily share information. Furthermore, the Contra Costa County Consortium established a multiple-year funding cycle that has greatly reduced the time spent on completing and reviewing applications for both subrecipients and CDBG/HOME staff respectively.

Each entitlement jurisdiction in the Contra Costa County Consortium completes its own annual planning and allocation process, including preparation and completion of its Annual Action Plan and CAPER. These planning efforts have a high degree of coordination with the Contra Costa County Consortium members working together to closely align CDBG allocations, helping to maximize funding and to ensure collaboration between agencies.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Contra Costa County Consortium jurisdictions work on strategies and actions

designed to overcome identified impediments and eliminate problems of housing discrimination. The Contra Costa Interagency Council on Homelessness (CCICH) works with local jurisdictions, public and private agencies, the interfaith community, homeless advocacy groups, and other community organizations to implement the CoC to alleviate homelessness. The majority of the City's goals and objectives within the 2020-2025 Consolidated Plan and Annual Action Plan are met through activities that are carried out by subrecipients that are primarily public and private agencies within the County, including non-profit organizations. There is ongoing concern about the long-term capacity of the non-profit community during these severe budgetary times and their ability to comply with often complex Federal regulations and requirements in implementing federally funded programs. Pittsburg will continue to support these agencies by providing technical assistance, helping to establish collaboration between agencies and with funding, when possible.

Pittsburg works closely with public and private affordable housing providers as well as with Contra Costa County's Public Health, Behavioral Health and Homeless Services departments, and various agencies to coordinate the allocation of funds to best meet the needs of the City's low to moderate income residents and the special needs population. This coordination leverages CDBG funds to maximize their impact.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The Contra Costa County Consortium is required to conduct an Analysis of Impediments to Fair Housing Choice (AI) and to periodically review that analysis and update it as necessary. Each AI is reassessed and reevaluated with each consolidated plan. Together, the members of the Contra Costa County Consortium have collaborated to jointly plan for the housing and community development needs of the County as a whole.

The purpose of an AI is to review conditions in the jurisdictions that may impact the ability of households to freely choose housing and to be treated without regard to race, ethnicity, religion, gender, national origin, source of income, age, disability, or other protected status. The AI reviews the general state of fair housing, the enforcement of fair housing law, efforts to promote fair housing, access to credit for the purpose of housing, and general constraints to the availability of a full range of housing types. An AI also examines the affordability of housing in the jurisdiction with an emphasis on housing affordable to households with annual incomes classified as low income and less. Low income is defined as equal to or less than 80 percent of the adjusted Area Median Income as most recently published by HUD.

The AI not only identifies impediments to fair housing choice, but also makes

recommendations to overcome the effects of those impediments and will serve as the basis for fair housing planning, providing essential information to staff, policy makers, housing providers, lenders, and fair housing advocates, and assisting with garnering community support for fair housing efforts. The most recent AI was completed and approved the the Contra Costa County Consortium in June 2019.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City continues its monitoring of subrecipients and projects to ensure compliance with program and comprehensive planning requirements. The City performs on-site monitoring of CDBG subrecipients. Monitoring efforts are coordinated for subrecipients that are jointly funded by other jurisdictions within the Contra Costa County Consortium. The City works directly with the other jurisdictions to analyze which subrecipients need to be monitored and the Contra Costa County Consortium takes a tag team approach in conducting the on-site monitoring to minimize duplicative efforts. The purpose of the monitoring is to ensure the activities and programs achieve their approved objectives in a manner which is consistent with Federal regulations. If there is a lack of performance or the subrecipient does not meet goals, the City will continue site visits and investigate further until a resolution is reached.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Consistent with Federal requirements, a draft of the CAPER document was prepared and made available online on the City's website.. A notice informing the public of the availability of the draft CAPER was published in English, Spanish and Tagalog in the East County Times on September 2, 2022. The notice was also displayed on the City's website during the public review period. Copies of the notices are attached to this report.

<Insert information on comments, if any>. _____were received during the comment period of September 2 through September 18, 2022 and during the City Council meeting on September 19, 2022.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were no changes to Pittsburg's program objectives.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Not applicable.

CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES

DATE: August 15, 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)

Mayor White 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 in Closed Session at 5:00 P.M. for the following items:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Section 54956.8

a. Property: 610 Railroad Avenue (APN 085-390-077); Successor Agency Negotiators: Garrett Evans, Maria Aliotti; Negotiating parties: George Cardinale, Sean McCauley of SMI Investments

b. Property: 590 W. 10th Street (APN 085-270-019); Pittsburg Power Company: Garrett Evans, Maria Aliotti; Negotiating parties: Trans Bay Cable

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Section 54957

City Attorney

3. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6

City designated representatives: Mary Egan, MRG, LLC

Unrepresented employee: City Attorney

4. 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

Prior to Closed Session Lenneal Gardner, Regulatory & Business Manager for Trans Bay Cable, addressed the Pittsburg Power Company Board regarding item 1(b) above.

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

ROLL CALL

Member Craft was absent and excused.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

PRESENTATIONS

5. Aspire Youth Engagement Programs

6. A study on Tobacco, Alcohol and Cannabis Policy Options

The following spoke in favor of revising the policy:

Veronica Maya
Nathan Hill Meza
Amreen Akhtar

City Manager Evans recommended establishing an ad hoc subcommittee to discuss Tobacco, Alcohol, and Cannabis Policy options.

PROCLAMATIONS

7. International Overdose Awareness Day

CITY MANAGER REPORTS/REMARKS

City Manager Evans reported on upcoming City events.

PUBLIC COMMENTS

There were no public comments.

COMMITTEE REPORTS

Vice-Mayor Scales-Preston attended the Public Safety Subcommittee.

Member Killings attended the Economic Development Subcommittee and the Government Performance ad hoc subcommittee.

PITTSBURG POWER COMPANY

CONSIDERATION

13. Adoption of a Pittsburg Power Company Resolution Approving Funding for a Gun Buyback Program to be Hosted by the Pittsburg Police

On Motion by Vice-Chair Scales-Preston, seconded by Member Banales to adopt and carried by the following vote:

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

CITY COUNCIL MEETING

CONSIDERATION

14. By Minute Order, Establish a My Brother's Keeper Ad Hoc Subcommittee and Appointing Two Subcommittee Members

On Motion by Member Killings, seconded by Member Banales to appoint Vice-Mayor Scales-Preston and Member Killings to the subcommittee and carried by the following vote:

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

15. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Professional Services Agreement for a Wharf Feasibility Study

On Motion by Member Killings, seconded by Vice-Mayor Scales-Preston to adopt and carried by the following vote:

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

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

Juan Pablo Galvan Martinez commented on Item 27 on the Consent Calendar.

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

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

16. Minutes of August 1, 2022

17. Adoption of a Pittsburg Power Company Resolution Authorizing the Executive Director to Enter into a Contract with Contra Costa County Workforce Development Board for Future Build Cohorts 22 and 23 and Establishing the Future Build Budget for Fiscal Year 2022-2023

18. Adoption of a Pittsburg Power Company Resolution Approving the Fiscal Year 2022-2023 Consultant Agreement with Open Opportunities Incorporated

19. Adoption of a Pittsburg Power Company Resolution Authorizing the Executive Director to Negotiate and Execute: 1) an Equipment Purchase Contract with Anixter-Eaton in Support of a Customer Reimbursement Project; and 2) a Customer Reimbursement Agreement with ALCO Iron and Metals

20. Adoption of a City Council Resolution Authorizing the City of Pittsburg to Enter into a One-Year Agreement with Craft Community Care Center, Inc. Doing Business as Success Through Self Academy to Provide Youth Programs and Adoption of a Pittsburg Power Resolution Allocating $110,000 for the Fiscal Year 2022-2033 Agreement By and Between the City of Pittsburg and Craft Community Care Center, Inc. Doing Business as Success Through Self Academy

21. Receive and File the Quarter 4 FY 22 Treasury Report

22. 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)

23. Adoption of a City Council Resolution Authorizing the City Manager to Negotiate and Execute an Agreement for Edible Food Recovery Services Program

24. Adoption of a City Council Resolution Allocating the American Rescue Plan Act of 2021 (ARPA) Funds to Certain Subcommittees for Allocation Funds to Certain Subcommittees

25. Adoption of City Council Resolution Authorizing City Manager to Execute Purchase Contract of New TYMCO Model 600 Sweeper

26. Adoption of a City Council Resolution Accepting the Plans and Specifications and Awarding Project 5063, Bodega Drive Water System Loop Project

27. Adoption of a Resolution Repealing and Setting Aside Project Approvals for Faria/Southwest Hills Annexation Project in Compliance with Peremptory Writ of Mandate

28. Adoption of a City Council Resolution Authorizing the Acceptance and Appropriation of the State of California Cannabis Tax Fund Grant for DUI-Drug Enforcement

29. Adoption of a City Council Resolution Authorizing the Negotiation and Execution of a Second Contract Amendment for a Consultant Service Agreement with Raney Planning & Management, Inc. for the Harbor View Subdivision

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

Vice-Mayor Scales-Preston attended the ribbon cutting and grand re-opening of California Seasons Park, and the block party hosted by Mr. Roderick Coleman.

ADJOURNMENT

The City Council adjourned at 9:08 P.M. to September 19, 2022.

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: Adoption of a Pittsburg Power Company Resolution Attesting the Veracity of the 2021 Power Content Label to the California Energy Commission

MEETING DATE: September 19, 2022

EXECUTIVE SUMMARY

The Power Source Disclosure (PSD) Program Regulations require that a publicly owned electricity retail supplier submit to the California Energy Commission (CEC) an attestation of the veracity of both the annual Power Source Disclosure Report and the Power Content Label (PCL) for the previous calendar year. For public agencies submitting board resolutions as attestation, in lieu of a requirement to provide a report from an auditor, the Board of Directors must attest to the Power Content Label in addition to the PSD report.

FISCAL IMPACT

Attesting the 2021 Power Content Label has no fiscal impact to Island Energy's Enterprise Fund or the City of Pittsburg's General Fund.

RECOMMENDATION

The Governing Board of the Pittsburg Power Company (PPC) approve the 2021 PCL, attests the information contained in the PCL 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

The PSD Program Regulations provide that an electricity retail supplier that is a public agency providing electric services may have its governing board submit to the CEC an attestation of the veracity of the PCL for the previous calendar year, in lieu of providing a report prepared by an auditor.

SUBCOMMITTEE FINDINGS

The Power Content Label has been presented to the PPC Subcommittee on May 24th, 2022.

STAFF ANALYSIS

Derived from the 2021 Power Source Disclosure Report, the 2021 Power Content Label presents the same information as the 2021 Power Source Disclosure Report. Both disclose resources or fuel types of power procured and sold to end use customers. The 2021 Power Content Label indicates that for calendar year 2021, 29.0% of PPC's annual electricity sales to end use customers comes from solar generation, 0.50% from eligible hydroelectricity, 25.4% from large hydroelectric generation. The severe drought condition has greatly reduced hydroelectricity generation and inevitably increased market purchase from unspecified sources. The excess solar energy from customer-owned rooftop solar PV systems fed back to the electrical grid accounts for 4.1% of 2021 annual electricity sales. The remaining 41.0% of 2021 annual electricity sales was purchased from open market and its sources of generation cannot be specified.

Staff proposes the Governing Board of PPC to approve and attest the veracity of the 2021 Power Content Label.

ATTACHMENTS: Resolution
2021 Power Content Label

Report Prepared By: Vanessa Xie, Administrative Officer

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY

In the Matter of:

Attesting the Veracity of the)
2021 Power Content Label to the) RESOLUTION NO. 22-
California Energy Commission)

WHEREAS, Pittsburg Power Company (PPC), a joint powers authority, provides retail electricity and natural gas services on Mare Island, Vallejo in the name of Island Energy (IE); and

WHEREAS, under the Power Source Disclosure Program, electricity retail suppliers are required to submit to the California Energy Commission (CEC) annually to disclose their gross purchases of electricity by source, resales of electricity, and the net electricity by source used to serve retail load for the previous calendar year; and

WHEREAS, the electricity retail suppliers then disclose to their consumers the power mix associated with their electricity portfolios, as well as California's overall power mix on an annual Power Content Label; and

WHEREAS, PPC, in compliance with the State law (Public Utilities Code 398.1(b)), is disclosing both the power sources portfolio information and comparison to California's total system power mix on a annual Power Content Label (PCL); 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 PCL, in lieu of a requirement to provide a report from an auditor.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Pittsburg Power Company hereby approves the 2021 Annual PCL and attests the veracity of the said PCL.

PASSED AND ADOPTED by Governing Board of the Pittsburg Power Company at a regular meeting on the 19th day of September 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland Barrett White, Chair

ATTEST:

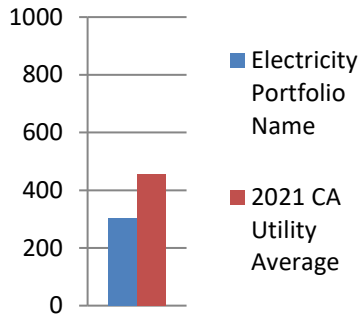
_____
Garrett Evans, Executive Secretary

2021 POWER CONTENT LABEL

Pittsburg Power Company

https://islandenergy.com/power-content-label/

Greenhouse Gas Emissions Intensity (lbs CO_2e/MWh)		Energy Resources	Electricity Portfolio Name	2021 CA Power Mix
Electricity Portfolio Name	2021 CA Utility Average	**Eligible Renewable**[1]	**29.5%**	**33.6%**
		Biomass & Biowaste	0.0%	2.3%
		Geothermal	0.0%	4.8%
		Eligible Hydroelectric	0.5%	1.0%
		Solar	29.0%	14.2%
		Wind	0.0%	11.4%
303	**456**	**Coal**	**0.0%**	**3.0%**
		Large Hydroelectric	**25.4%**	**9.2%**
		Natural Gas	**0.0%**	**37.9%**
		Nuclear	**0.0%**	**9.3%**
		Other	**4.1%**	**0.2%**
		Unspecified Power[2]	**50.0%**	**6.8%**
		TOTAL	**100.0%**	**100.0%**



Percentage of Retail Sales Covered by Retired Unbundled RECs[3]**:**	**0%**	

[1]The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology.

[2]Unspecified power is electricity that has been purchased through open market transactions and is not traceable to a specific generation source.

[3]Renewable energy credits (RECs) are tracking instruments issued for renewable generation. Unbundled renewable energy credits (RECs) represent renewable generation that was not delivered to serve retail sales. Unbundled RECs are not reflected in the power mix or GHG emissions intensities above.

For specific information about this electricity portfolio, contact:	**Pittsburg Power Company, 707-562-5000**
For general information about the Power Content Label, visit:	http://www.energy.ca.gov/pcl/
For additional questions, please contact the California Energy Commission at:	Toll-free in California: 844-454-2906 Outside California: 916-653-0237

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

MEETING DATE:

EXECUTIVE SUMMARY

Assembly Bill 361 (AB 361) amended the Brown Act to allow local legislative bodies to continue to meet remotely during proclaimed states of emergency under specified conditions. Findings must be made every 30 days.

FISCAL IMPACT

There is no fiscal impact to the General Fund by this action.

RECOMMENDATION

The City Council adopt the attached resolution, continue in-person meetings with the exception of subcommittee meetings which will remain virtual.

BACKGROUND

Beginning in March 2020, Governor Newsom issued a series of Executive Orders aimed at containing the novel coronavirus. Among these were Executive Orders—N-25-20 and N-29-20 (collectively, the "Brown Act Orders") — that waived requirements in the Brown Act expressly or impliedly requiring the physical presence of legislative body members, staff, or the public at local agency meetings.

On June 11, 2021, the Governor issued Executive Order N-08-21, to begin winding down some of the prior measures that were adopted to respond to COVID-19. Notably, N-08-21 established an end date to the Brown Act Orders, effective September 30, 2021.

On September 16, Governor Newsom signed Assembly Bill 361 which amended the Brown Act to allow local legislative bodies to continue to meet remotely during proclaimed states of emergency under specified conditions and so long as certain findings are made by a

majority of the legislative body. As detailed in the attached resolution, findings were made on September 19, 2022, and are effective for 30 days.

SUBCOMMITTEE FINDINGS

This item was not submitted to a subcommittee.

STAFF ANALYSIS

Local legislative bodies such as a city council that wish to continue meeting by teleconference must comply with the requirements of California Government Code Section 54953, which was amended by AB 361.

Specifically, newly amended Government Code Section 54953 requires the following procedures:

- Give notice and post agendas as otherwise required by the Brown Act;
- List on the agenda how the public can electronically attend and comment at the meeting. Note that a public agency is not required to offer an in-person option for the public to attend and comment at such a meeting;
- Provide an opportunity to comment in advance of and during the meeting;
- Allow a reasonable amount of time to register, if required, and comment on each agenda item or at least the amount of time allowed per agency meeting protocols, whichever is longer;
- No action may be taken during a disruption that inhibits the broadcast of the meeting or the public's ability to comment;
- All votes must be via rollcall;
- Comply with state and federal civil rights and non-discrimination laws; and
- Take all precautions to protect the statutory and constitutional rights of the public.

While it only applies in situations where the Governor has proclaimed a state of emergency, and not, for instance, when only a local health officer has declared an emergency, AB 361 provides an explicit avenue for local public agencies to meet remotely in the case of a public health, or other, emergency that inhibits the opportunity to meet in person. AB 361 provides the flexibility to meet by teleconference through December 31, 2023, unless extended.

The City Council resolution, if approved, would authorize teleconferenced meetings of subcommittees.

Making the findings would allow teleconferenced meetings for the next 30 days.

ATTACHMENTS:
Resolution

Report Prepared By:
Garrett Evans, City Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Making Findings in Support of Continuing to Hold Public Subcommittee Meetings By Teleconference Pursuant to California Government Code Section 54953(e)	))))	RESOLUTION NO. 22-

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a state of emergency due to COVID-19; and

WHEREAS, on March 10, 2020, the Contra Costa County Board of Supervisors issued an emergency proclamation to respond to COVID-19; and

WHEREAS, on March 16, 2020, the City Council proclaimed the existence of a local emergency in response to COVID-19; and

WHEREAS, on March 12, 2020, the Governor issued Executive Order N-25-20, which suspended specified requirements under the Brown Act with regard to teleconferenced meetings of legislative bodies during the period in which state or local public health officials have imposed or recommended measures to promote social distancing; and

WHEREAS, on March 17, 2020, the Governor issued Executive Order N-29-20, which modified and replaced the Brown Act language of Executive Order N-25-20, continuing to suspend specified requirements under the Brown Act for teleconferenced meetings of legislative bodies during the period in which state or local public health officials have imposed or recommended social distancing measures; and

WHEREAS on June 11, 2021, the Governor issued Executive Order N-08-21, which modified and replaced the Brown Act language of Executive Order N-29-20 and set forth an end date of September 30, 2021; and

WHEREAS, in September 2021 the State Legislature passed Assembly Bill 361, which was signed into law by the Governor on September 19, 2021; and

WHEREAS, AB 361 amended the Brown Act at Government Code Section 54953 to allow, until January 1, 2024, a legislative body to use teleconferencing without adhering to specified requirements so long as, among other circumstances, the meeting is held during a proclaimed state of emergency and state or local officials have imposed or recommended measures to promote social distancing, and so long as the legislative body reconsiders the circumstances every 30 days; and

WHEREAS, on September 20, 2021, the Contra Costa County Health Officer issued recommendations for public meetings, which recommendations include social distancing; and

WHEREAS, on October 4, 2021, and November 1, 2021, the City Council adopted a resolution authorizing teleconferenced meetings for the City Council, commissions, and subcommittees; and

WHEREAS, following an improvement in the incidence of COVID cases, the City Council adopted Resolutions on November 29, 2021, December 20, 2021, January 18, 2022, February 7, 2022, March 7, 2022, April 4, 2022, May 2, 2022, June 6, 2022, June 20, 2022, July 18, 2022, and August 15, 2022, to authorize meetings with public participation by teleconference and in-person attendance by members of the City Council and commissions, and otherwise fully teleconferenced meetings for subcommittees; and

WHEREAS, with the emergence of the Omicron variant, which may spread more easily than other variants, and in the wake of holiday gatherings of persons, the incidence of COVID increased markedly and then decreased but continues to be transmitted in the community.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby makes the following findings:

1. The circumstances of the state of emergency have been reconsidered. The state of emergency declared by the Governor has not been terminated. The state of emergency declared by the County Board of Supervisors has not been terminated. The state of emergency declared by the City Council has not been terminated.

2. State or local officials continue to impose or recommend measures to promote social distancing. The County Health Official on September 21, 2021, and on March 1, 2022, issued a recommendation for social distancing, among other recommendations, during public meetings.

BE IT FURTHER RESOLVED that the City Council hereby approves meetings of subcommittees to be held by teleconference in compliance with California Government Code Section 54953(e). As there are numerous subcommittees, some which are comprised of members of more than one legislative body, and meet frequently, for the protection of the health of attendees all subcommittee meetings are to be held by teleconference.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of September 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 to Accept Project 4065, 2021/2022 Community Development Block Grant ADA Curb Ramp Installation as Complete and Authorize the City Engineer to File a Notice of Completion

MEETING DATE: September 19, 2022

EXECUTIVE SUMMARY

Project 4065, 2021/2022 Community Development Block Grant ADA Curb Ramp Installation (the "Project') constructed 38 curb ramps in neighborhoods located in the Willow Landing, Hillsdale, and Highland Meadows subdivisions. This resolution will accept the construction contract as complete and authorize the City Engineer to file a Notice of Completion.

FISCAL IMPACT

Project 4065 was funded by a Community Development Block Grant (CDBG) in the amount of $232,508 and was completed within the approved budget. After payment of all expenditures for design, construction, release of retention, and project closeout, staff estimates a remaining balance of $3,784, which will be returned to the source.

A Project Budget Summary is attached to this report.

RECOMMENDATION

City Council adopt the attached resolution accepting Project 4065, 2021/2022 CDBG ADA Curb Ramp Installation as complete and authorize the City Engineer to execute a Notice of Completion. Staff recommends all unspent funds be returned to the source.

BACKGROUND

On April 20, 2020, the City Council adopted Resolution 21-13927 approving the Community Development Block Grant 2021-2022 Annual Action Plan and approving the CDBG Subcommittee's recommendation for funding the Project in the amount of $232,508.

On November 3, 2021, advertising for the Project began.

On December 1, 2021, Project construction bids opened.

On December 20, 2021, the City Council approved Resolution 21-14036 awarding a construction contract to TNB Contractors Inc., with a contract amount of $176,476.

On July 29, 2022, the contractor reached substantial completion, and the one-year warranty period began.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

The Project included one contract change order in the amount of $42,395 for bid item quantity adjustments and for the installation of additional curb ramps, making the pathways ADA compliant.

The total anticipated expenditures for the Project are $228,724. After all expenditures are paid for design, construction, the release of retention, and project closeout, there will be $3,784 remaining balance to be returned to the source.

The project was completed on time and within the budget.

As the contractor reached substantial completion and the warranty period has begun, the Project can be accepted as complete.

ATTACHMENTS: Resolution
Project Budget Summary
Notice of Completion

Report Prepared By: Andrew Peters, Assistant Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Accepting Project 4065, 2021/2022 CDBG ADA Curb Ramp Installation as Complete and Authorizing the City Engineer to File A Notice of Completion	)	RESOLUTION NO. 22-

WHEREAS, Project 4065, 2021/2022 CDBG ADA Curb Ramp Installation (the "Project") constructed 38 curb ramps in the neighborhoods located in the Willow Landing, Hillsdale, and Highland Meadows subdivisions; and

WHEREAS, on April 20, 2020, the City Council adopted Resolution 21-13927 approving the Community Development Block Grant 2021-2022 Annual Action Plan and the CDBG Subcommittee recommendation funding the Project in the amount of $232,508; and

WHEREAS, bids for construction of the Project were opened on December 1, 2021, and TNB Contractors Inc. was the lowest bidder with a base bid in the amount of $176,476; and

WHEREAS, there was one contract change order for the Project in the amount of $42,395 for bid item quantity adjustments and the installation of additional curb ramps, making the pathways ADA compliant; and

WHEREAS, the total contract amount, including the contract change order is $218,871; and

WHEREAS, the Contractor reached substantial completion on July 29, 2022. The one-year warranty period began on July 29, 2022; and

WHEREAS, the total anticipated expenditures for the Project including design, construction, and staff costs are $228,724, and there will be $3,784 remaining balance to be returned to the funding source; and

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

NOW, THEREFORE BE IT RESOLVED that the City Council hereby accepts the project as complete and directs the City Engineer to record the Notice of Completion with the Office of the Recorder of the County of Contra Costa, State of California, within 10 days from the date hereof.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on September 19, 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland Barrett White, Mayor

ATTEST BY:

_____
Alice E. Evenson, City Clerk

NOTICE OF COMPLETION

Recording Requested By: City of Pittsburg

Upon Recording Return To:

City of Pittsburg
Engineering Records
65 Civic Avenue
Pittsburg, CA 94565-3814

NOTICE IS HEREBY GIVEN PURSUANT TO SECTION 3093 OF THE CALIFORNIA CIVIL CODE:

1. That on the 13th day of January, 2022 the City of Pittsburg, State of California, did enter into a contract with:

TNB Construction
2620 E 18th Street
Antioch, CA 94509

as Contractor for certain improvement work: To wit, Project 4065, 2021/2022 CDBG ADA Curb Ramp Installation Project in Pittsburg, California of which the City of Pittsburg is the Owner in fee.

2. That the surety upon the bond of the Contractor for said improvement work is:

Merchants Bonding Company
6700 Westown Parkway
West Des Moines, IA 50266

3. That the real property herein referred to is situated in the City of Pittsburg, County of Contra Costa, State of California, and is described as follows:

Various locations throughout the neighborhoods of Willow Landing, Hillsdale, and Highland Meadows subdivisions in the City of Pittsburg.

4. That said improvement work was accepted by the City Council of the City of Pittsburg as complete on the 19th day of September 2022.

_____
Richard Abono
Director of Public Works/City Engineer, City of Pittsburg

State of California)
County of Contra Costa)

5. I, Richard Abono, being first duly sworn, depose and say that: I am the Director of Public Works and City Engineer of the City of Pittsburg, a municipal corporation of the State of California, and I am authorized to make this verification for, and on behalf of, said City, that I have read the foregoing Notice of Completion and know the contents thereof; and the same is true to the best of my knowledge and belief.

_____
Richard Abono
Director of Public Works/City Engineer, City of Pittsburg

A notary public or other officer completing this certificate Verifies only the identity of the individual who signed the Document to which this certificate is attached, and not the truthfulness, accuracy. or validity of that document.

State of California)
County of Contra Costa)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2022 by Richard Abono proved to me on the basis of satisfactory evidence to be the person who appeared before me. I certify under PENALTY OF PURJURY under the laws of the State of California that the foregoing paragraph is true and correct.

_____
Candace Hatch, Notary Public

Project Budget Summary
Project 4065, 2020/2021 CDBG ADA Curb Ramp Installation Project

Project Funding:	2021/2022 CDBG Grant		$232,508
		Funding Total	**$232,508**
Project Expenditures:			
Design: (Code 2122)	Consultant Design		$0
		Subtotal	$0
Miscellaneous: (Code 1399)	Advertising		$0
	Reproduction		$0
	Postage		$0
		Subtotal	$0
Construction: (Code 2281)	Base Bid		$176,476
	Change Orders		$42,395
		Subtotal	$218,871
Staff Time: (Code 1101)	Staff Costs During Design		$1,000
	Staff Costs During Construction Management		$8,853
		Subtotal	$9,853
		Total Expenditures	**$228,724**
		Remaining Balance	**$3,784**

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 Amending City's Conflict of Interest Code

MEETING DATE:

EXECUTIVE SUMMARY

Pursuant to the Political Reform Act, every local government is required to conduct a biennial review of its Conflict of Interest Code to determine its accuracy. As part of this year's biennial review, City staff determined that the City's Conflict of Interest Code must be amended to reflect new, reclassified and eliminated employee positions. Adoption of the resolution updating the City's Conflict of Interest Code will ensure that the Code accurately reflects all of the designated positions within the City which are required, by state law, to disclose financial interests.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Adopt the attached resolution adopting an amended City Conflict of Interest Code.

BACKGROUND

The Political Reform Act requires the City to conduct a biennial review of its Conflict of Interest Code.

Section 18730 of Title 2 of the California Code of Regulations contains the terms of a standard Conflict of Interest Code which may be adopted and incorporated by reference as the Conflict of Interest Code of the City.

Government Code Section 87200 et seq. requires members of the City Council, Planning Commissioners, the City Manager, the City Attorney, City Treasurer and other public officials who manage public investments to disclose certain financial interests annually. The City's Conflict of Interest Code identifies all other positions within the City that participate in the making of governmental decisions. These designated individuals are required to disclose certain financial interests under state law.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Upon review, City staff determined that the Code must be amended in order to accurately reflect the addition, reclassification, and deletion of certain City positions.

Limited organizational changes within certain City departments require the City to amend its Conflict of Interest Code to accurately designate City positions subject to state financial disclosure requirements.

The attached Resolution adopts the Fair Political Practices Commission's standard Conflict of Interest Code and amends the City's Conflict of Interest Code with a revised list of designated positions to reflect the City's current employment structure. The attached Resolution also proposes a required disclosure category for each of the designated positions.

ATTACHMENTS:
Resolution
Exhibit A – Designated Positions
Exhibit B – Disclosure Categories

Report Prepared By:
Alice E. Evenson, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Adopting the City's Conflict of Interest Code) RESOLUTION NO. 22-

WHEREAS, the Political Reform Act requires every local government agency to review its Conflict of interest Code biennially to determine whether or not the Code must be amended; and

WHEREAS, the Pittsburg City Council previously adopted Resolution No. 20-13833, adopting by reference the model Conflict of Interest Code set forth in Section 18730 of Title 2 of the California Code of Regulations; and

WHEREAS, the purpose of this Resolution is to amend the City's Conflict of Interest Code to reflect changed circumstances, including the addition, reclassification, and deletion of positions within the City as required by Government Code Section 87300 *et seq.*; and

WHEREAS, the City Council desires to adopt the model Conflict of Interest Code found in Section 18730 of Title 2 of the California Code of Regulations and designate the list of positions (attached hereto as Exhibit A) as an updated list of City positions that are subject to the filing requirements of the Pittsburg Conflict of Interest Code.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Pittsburg as follows:

Section 1. Rescind Prior Resolutions Adopting a Conflict of Interest Code

Any prior Resolution adopting a Conflict of Interest Code for the City of Pittsburg, including Resolution No. 20-13833, is hereby rescinded.

Section 2. Adoption of Conflict of Interest Code

The Political Reform Act, Government Code Section 81000, *et seq.*, requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard Conflict of Interest Code, which may be incorporated by reference and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings.

Therefore, the terms of Title 2 of the California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby adopted and incorporated by reference and, along with the attached Exhibit A in which public officials and employees are designated and Exhibit B in which disclosure categories are set forth, constitute the Conflict of Interest Code of the City of Pittsburg, which is considered the "agency" within the purview of this Code.

The designated officials, employees and consultants, as set forth in Exhibit A, shall be subject to the provisions of the Conflict of Interest Code and their respective disclosure categories.

Section 3. Annual Disclosure Statements

Persons holding designated positions shall file an annual statement no later than April 1st of each year. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year; provided however, that the period covered by an employee's first annual statement shall begin on the effective date of the Code or the date of assuming office, whichever is later.

Section 4. Filing Officer

The City Clerk is the filing official for Council Members, the City Manager, the City Attorney and Planning Commissioners. For the persons holding these positions, the City Clerk accepts the filing, retains a copy and forwards the original to the Fair Political Practices Commission in Sacramento. For all other persons holding designated positions, the City Clerk is the filing officer and retains the statements. The City Clerk shall make the statements available for public inspection and reproduction.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of September 2022 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

EXHIBIT "A"
CONFLICT OF INTEREST CODE
DESIGNATED POSITIONS
CITY OF PITTSBURG

DESIGNATED POSITIONS	DISCLOSURE CATEGORY
Accountant I and II	I
Administrative Analyst I and II	II
Administrative Officer	I
Administrative Specialist	I
Administrative Coordinator	I
Assistant City Clerk	I
Assistant City Manager	I
Assistant Director of Public Works	I
Assistant to the City Manager	II
Building Inspection Supervisor	I
Business License Coordinator	I
Chief Building Official	I
Chief of Police	I
City Clerk	I (or as required by law)
City Engineer	I
Code Enforcement Supervisor	I
Combination Building Inspector	I
Community Services Manager	I
Compliance Principal	I
Contract Analyst	I
Crime Analyst	I
Deputy Chief Information Systems Officer	I
Deputy City Clerk	I
Director of Community and Economic Development	I
Director of Community Services	I
Director of Finance	I
Director of Human Resources	I
Director of Recreation	I
Director of Public Works	I
Director of Records and Council Services	I
Economic Development Manager	I
Environmental Affairs Manager	I
Environmental Health and Safety Officer	I
Executive Assistant	II
Finance Division Manager	I
Financial Analyst	I
Harbormaster	I
Housing Manager	I
Housing Program Analyst	
Housing Program Manager	I
Human Resources Analyst	II
Human Resources Specialist	I

Information Technology Manager	I
Planning Manager	I
Police Captain	I
Police Records Supervisor	I
Police Services Administrator	I
Power Company Manager	I
Public Works Superintendent	II, III
Purchasing Analyst	I
Redevelopment Project Manager	I
Revenue Operations Supervisor	I
Senior Administrative Analyst	I
Senior Civil Engineer	I
Senior Combination Building Inspector	I
Senior Financial Analyst	I
Senior Housing Program Analyst	I
Senior Human Resources Analyst	I
Senior Information Technology Analyst	I
Senior Planner	I
Utility Supervisor	I
Water Plant Superintendent	I
Water Plant Supervisor	I
Water Utilities Manager	I

EXHIBIT "B"
CONFLICT OF INTEREST CODE
DESIGNATED POSITIONS
AGENCIES AND COMMISSIONS

DESIGNATED POSITIONS	**DISCLOSURE CATEGORY**
SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT DISTRICT II	
Executive Director	I
General Manager	I
HOUSING COMMISSION	
Appointed Commissioners	I
PITTSBURG POWER COMPANY	
Executive Director	I
Director of Power	I
Power Company Manager	I
Administrative Analyst	II, III
SUCCESSOR AGENCY	
Executive Director	I
Development Manager	I
Administrative Analyst	II
CONSULTANTS (Regardless of Department or Agency)	I
REQUIRED BY STATUTE:	
Council Members	I
Planning Commissioners	I
City Manager	I
City Attorney	I
City Treasurer	I

EXHIBIT "B"
CONFLICT OF INTEREST CODE
DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of investments, business entities, sources of income, or real property which the Designated Employees must disclose for each disclosure category to which he or she is assigned.

Designated Employees in Category "I" must report:

All investments, business positions in, and income from sources located in or doing business in the City and all interests in real property located in the City, including property located within a two-mile radius of the City or any property owned or used by the City of Pittsburg.

Designated Employees in Category "II" must report:

All investments, business positions in, and sources of income of the type which provide services, supplies, materials, machinery or equipment of the type utilized by the City of Pittsburg.

Designated Employees in Category "III" must report:

All investments, business positions in, and sources of income which are subject to the regulatory, permit or licensing authority of the City of Pittsburg.

Disclosure by Consultants

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category (Category I) in the Conflict of Interest Code subject to the following limitation:

The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. The written determination shall include the basis for this determination and shall be maintained as a public record to the same extent as other disclosures made under the Conflict of Interest Code.

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Authorize the Purchase of a 12,000 gal. Aboveground Storage Tank from Petroleum Marketing Equipment, and Approve and Allocate Additional Funds for Project 3118, Corporation Yard Fueling System Replacement

MEETING DATE: September 19, 2022

EXECUTIVE SUMMARY

Project 3118, Corporation Yard Fueling System Replacement (the "Project") is the construction of a new Aboveground Storage Tank (AST) fueling system at the Environmental Center, the removal of the existing Underground Storage Tank (UST) at the Corporation Yard, and the installation of additional long-term monitoring wells that meet requirements set by the California State Water Resources Control Board. In addition, the Project will install a new AST designed by Trident Environmental and Engineering at the Environmental Center.

FISCAL IMPACT

The Project is funded with $400,000 from Building & Fleet Maintenance Fund (Fund 621).

This resolution will allocate an additional $530,000 split equally between the Sewer Operations Fund (Fund 521) and the Water Operations Fund (Fund 501).

If approved, the total project budget will be $930,000.

The Project Budget Summary is attached.

RECOMMENDATION

City Council adopt the attached resolution to authorize the purchase of a split 12,000 gallon Modern Welding above ground storage tank from Petroleum Marketing Equipment and allocate and additional $265,000 from the Sewer Operations Fund (Fund 521) and $265,000 from the Water Operations Fund (Fund 501).

BACKGROUND

On December 16, 2019, the City Council adopted Resolution 19-13729 approving the Five-Year Capital Improvement Program for FY 2019/20-2023/24 and appropriated $400,000 from Building & Fleet Maintenance Fund (Fund 621) to the Project.

On October 18, 2021, the City Council adopted Resolution 21-14004 approving the Consultant Agreement for the design of Project 3118, Corporation Yard Fueling System Replacement.

Removal of existing Underground Storage Tank at the Corporation Yard has been completed, and the installation of additional long-term monitoring wells is ongoing to meet California State Water Resources Control Board requirements.

The City has reached out to multiple tank vendors for the split 12,000 gallon Modern Welding Aboveground Storage Tank and have selected Petroleum Marketing Equipment as the most qualified and cost-effective option. The lead time for procurement is 7 months.

Staff anticipates putting the project out to bid in March 2023.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Staff has contacted multiple tank suppliers for the split 12,000 gallon Modern Welding Aboveground Storage Tank and has selected Petroleum Marketing Equipment as the most qualified and cost-effective option.

With a 7-month lead time, staff recommends the purchase of the Aboveground Storage Tank prior to the construction phase to avoid project delays. To make this purchase, additional project funding is required.

Staff requests that $265,000 of additional funding be allocated from the Sewer Operations Fund (Fund 521) and $265,000 from the Water Operations Fund (Fund 501) for a total allocation of $530,000.

The revised project budget of $930,000 will include the installation of additional long-term monitoring wells, design, construction management assistance, construction, and the purchase of the new Aboveground Storage Tank.

ATTACHMENTS: Resolution
Project Budget Summary

Report Prepared By: Stephen Cardiel, Associate Engineer, CIP Manager
Andrew Peters, Assistant Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution to)
Authorize the Purchase of a 12,000 gallon)
Aboveground Storage Tank from)
Petroleum Marketing Equipment, and)
Approve and Allocate Additional Funds) RESOLUTION NO. 22-
for Project 3118, Corporation Yard)
Fueling System Replacement)

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

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

WHEREAS, on October 18, 2021, the City Council adopted Resolution 21-14004 that approved the Consultant Agreement for the design of Project 3118, Corporation Yard Fueling System Replacement Project; and

WHEREAS, with a lead time of seven months from the date of purchase, the timely ordering of the AST is necessary to avoid project delays. Once approved, the delivery can be scheduled to align with the award of the Public Contract for installation at the Environmental Center.

WHEREAS, staff requests authorization for the purchase of a split 12,000 gallon Modern Welding Aboveground Storage Tank from Petroleum Marketing Equipment based on quality and the vendor's competitive pricing; and

WHEREAS, a revised budget summary of the anticipated project expenditures for design, construction, long-term well monitoring, and staff time is included in the attached staff report.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the purchase of a 12,000 gallon split Modern Welding Above Ground Storage Tank from Petroleum Marketing Equipment, and approves and allocates $265,000 from the Water Operations Fund (Fund 501) and $265,000 from the Sewer Operations Fund (Fund 521) to the revised project budget.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of September 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Project Budget Summary

Project No. 3118 - Corporation Yard Fuel System Replacement

Project Funding:

	Building & Fleet Maintenance Fund (621)	$400,000
	Water Operations Fund (501)	$265,000
	Sewer Operation Fund (521)	$265,000
	Funding Total	**$930,000**

Project Expenditures:

Design:	AST Consultant Design Fee		$	82,426
(Code 2122)	Well Monitoring Consultant Design Fee		$	50,000
		Subtotal	$	132,426
Miscellaneous:				
(Code 1399)	Advertising			$2,167
		Subtotal		$2,167
Construction:	UST Removal/MNS Project Management Fee			$248,407
(Code 2281)	Additional Well Monitoring Installation Fee			$100,000
	Aboveground Storage Tank - PME Purchase			$100,000
	Construction Base Bid			$270,000
	Construction Contingency ~ 10%			$27,000
		Subtotal		$745,407
Staff Time:	Staff Costs During Design			$10,000
(Code 1101)	Staff Costs During Construction Management			$15,000
		Subtotal		$25,000
Admin:	Staff Costs During Design			$10,000
(Code 2372)	Staff Costs During Construction Management			$15,000
		Subtotal		$25,000
		Estimated Expenditures Total		**$930,000**

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: By Minute Order, Establish a Tobacco, Cannabis, and Alcohol Policy Review Ad Hoc Subcommittee and Appoint Two Subcommittee Members

MEETING DATE: September 19, 2022

EXECUTIVE SUMMARY

The City Council will consider establishing an ad hoc subcommittee tasked with reviewing, providing direction, and making recommendations related to tobacco, cannabis, and alcohol policy options in Pittsburg, as well as appointing two committee members.

FISCAL IMPACT

Staff does not anticipate any significant fiscal impacts related to establishing and staffing the ad hoc subcommittee.

RECOMMENDATION

By Minute Order, establish the Tobacco, Cannabis, and Alcohol Policy Review ad hoc subcommittee and appoint Vice Mayor Scales-Preston and Councilmember Killings to serve on the ad hoc subcommittee.

BACKGROUND

Earlier this year, the City contracted with a consultant to conduct a comprehensive review of City policies regulating the use and sale of tobacco, cannabis, and alcohol in Pittsburg. On August 15, 2022, the City's consultant, Leslie Zellers, presented her initial findings, and preliminarily identified potential policy modifications the City could implement to better serve the City's public health and safety goals. Following the presentation, the City Council discussed formation of an ad hoc subcommittee that would review policy options and provide feedback to staff [and potentially one or more consultant(s)].

During the discussion, Mayor White recommended appointment of Vice Mayor Scales-Preston and Councilmember Killings to the ad hoc, as they previously served on the board of the Los Medanos Community Healthcare District.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

This subcommittee will be tasked with reviewing, providing direction, and making recommendations related to policies affecting the use and sale of tobacco, cannabis, and alcohol. It is anticipated that this ad hoc will meet several times throughout the next 12-18 months. In accordance with the City of Pittsburg's adopted, "Policies and Procedures for the City Council," the Mayor and Vice-Mayor shall appoint individual Councilmembers to standing and ad hoc subcommittees.

Report Prepared By: Garrett Evans, City 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 City Attorney to Execute a Legal Services Agreement with Sher Edling LLP for PCBs litigation

MEETING DATE: September 19, 2022

EXECUTIVE SUMMARY

To initiate litigation against the Monsanto companies to seek monetary damages that would fund work required under the City's stormwater permit, it is recommended that City Council authorize the City Attorney to execute a legal services agreement with the law firm Sher Edling, LLP.

FISCAL IMPACT

The firm is being engaged on a contingency fee basis. Compensation to the law firm depends on the size and structure of any monetary settlement or judgment obtained through litigation.

RECOMMENDATION

Adopt the Resolution authorizing the City Attorney to execute a Legal Services Agreement with Sher Edling LLP.

BACKGROUND

The City has the potential to recover damages caused by contamination from Polychlorinated Biphenyls (PCBs), a group of manufactured chemicals that have been determined to have carcinogenic effects on humans, wildlife, and fish. The National Pollutant Discharge Elimination System Permit issued by the Regional Water Quality Control Board requires the City to reduce the presence of PCBs in stormwater before it enters the City's storm drain network and the Bay.

As reported out of closed session, on July 18, 2022, the City Council voted to opt out of the proposed settlement in a nationwide class action brought by public agencies against Monsanto Company for compensation for contamination of public properties. On August 1, 2022, the City Council voted to initiate litigation and directed the City Attorney to place on a future agenda a legal services agreement to retain an outside attorney.

The law firm Sher Edling LLP specializes in litigation of this type and has offered to represent public agencies in Contra Costa County in a lawsuit against the Monsanto entities. Contra Costa County and all cities within the County with one exception have opted out of the class action and are in the process of retaining Sher Edling as plaintiffs' counsel.

SUBCOMMITTEE FINDINGS

The amendment was not discussed at subcommittee.

STAFF ANALYSIS

The Legal Services Agreement for the County entities provides for the law firm to receive between 7.5% and 18% of the net recovery the City receives in the litigation, depending on when the litigation is resolved. All costs of litigation will be paid for by the law firm. The firm specializes in representing clients in environmental cases and seeking recovery from polluters.

The stormwater permit from the Regional Water Quality Control Board requires the City to protect the Bay by installing infrastructure and implementing policies to significantly reduce the amount of PCBs in stormwater. The objective of the litigation is to obtain monetary compensation to fund the efforts necessary to comply with the permit.

ATTACHMENTS: Resolution
Outside Counsel Agreement

Report Prepared By: Donna Mooney, City Attorney

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Attorney)
To Execute a Legal Services Agreement) RESOLUTION NO. 22-
With Sher Edling LLP)

WHEREAS, the City has the potential to recover damages caused by contamination from Polychlorinated Biphenyls ("PCBs"); and

WHEREAS, the stormwater permit issued by the Regional Water Quality Control Board requires the City to reduce the presence of PCBs in stormwater before it enters the City's stormwater network and the Bay; and

WHEREAS, similar to Contra Costa County and numerous Bay Area agencies, the City Council decided to opt out of the settlement in the nationwide class action brought against the Monsanto entities and directed the City Attorney to initiate litigation; and

WHEREAS, the law firm Sher Edling, LLP, specializes in representing public agencies in environmental cases and obtaining recovery against polluters; and

WHEREAS, the City of Pittsburg seeks to retain Sher Edling, LLP, on a contingency fee basis with the objective of obtaining monetary recovery to fund PCB-reduction efforts to comply with the stormwater permit.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby authorizes the City Attorney to execute the attached Legal Services Agreement.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of September 2022 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

LEGAL SERVICES AGREEMENT
BETWEEN
THE CITY OF PITTSBURG & SHER EDLING LLP
REGARDING PCB LITIGATION

1. **IDENTIFICATION OF PARTIES.** This Agreement is made between Sher Edling LLP (hereafter referred to as "Attorney") and the City of Pittsburg, California (hereafter referred to as "Client"). For purposes of this Agreement, "City Attorney" means City Attorney Donna Mooney, or the staff person(s) within the City Attorney's office designated by the City Attorney as her representative.

This Agreement is required by California Business and Professions Code section 6147 and is intended to fulfill the requirements of that section.

For reference purposes, this Agreement is dated as of September __, 2022.

2. **RETENTION OF FIRM RATHER THAN PARTICULAR ATTORNEY.** Client is retaining the law firm of Sher Edling LLP, not any particular attorney, and attorney services to be provided to Client will not necessarily be performed by any particular attorney.

3. **AUTHORIZED REPRESENTATIVE OF CLIENT.** The City Attorney is the authorized representative to direct Attorney. The primary individual to communicate with Attorney regarding the subject matter of Attorney's representation of Client under this Agreement is Donna Mooney, unless another representative is named by the City Attorney. This designation is intended to establish a clear line of authority between Client and Attorney but not to preclude communication between Attorney and other representatives of Client.

4. **LEGAL SERVICES TO BE PROVIDED.** The legal services to be provided by Attorney to Client are as follows: Representation of Client with respect to the following matters (collectively, the "PCB Action"):

a. Contamination related to (i) polychlorinated biphenyls (PCBs); and/or (ii) other contaminants of concern identified by Client and approved by Attorney (collectively, the "Contaminants").

b. Claims and/or actions seeking equitable and legal relief, including but not limited to an abatement fund, and/or damages sustained by Client as a result of actual or threatened contamination, and the past, present, and any future cost incurred to remove the Contaminants, including all writs and appeals related thereto.

5. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** It is the intent of the parties that Attorney will represent Client in a civil action or actions seeking equitable and legal relief, including but not limited to an abatement fund, damages, and/or injunctive relief in the appropriate court or courts of the State of California and/or the United States District Court, as well as, if requested by Client and agreed to by Attorney (such agreement not to be unreasonably withheld), in any proceeding by writ or appeal related to that action. Legal services that are not to

be provided by Attorney under this Agreement specifically include, but are not limited to, the following:

a. Proceedings before any state or federal administrative or governmental agency, department, or board. However, with Client's permission Attorney may elect to appear at administrative proceedings to protect Client's rights in this litigation, without Client being assessed any additional attorney's fee in connection with such appearance. This exclusion would not apply to any proceeding determined necessary to exhaust administrative remedies.

b. Defending any legal action(s) against Client or its employees commenced by any person, with the exception of any cross complaints or counter claims filed in the PCB Action described in Paragraph 4. This exclusion would not apply to any legal action filed against Client or Client's employees arising out of the PCB Action.

c. Execution proceedings on any judgment.

d. Any action with respect to any dispute arising under or concerning this Agreement.

If Client wishes to retain Attorney to provide any legal services for matters excluded from this Agreement, a separate written agreement between Attorney and Client may be required which may require compensation to Attorney in addition to that set forth in Paragraph 8. Alternatively, Client would always have the option to engage other counsel to provide such legal services.

6. **RESPONSIBILITIES OF ATTORNEY AND CLIENT.** Attorney shall perform the legal services called for under this Agreement, keep Client informed of material progress and developments, and respond to Client's inquiries and communications.

Attorney shall work at all times under the direction and control of the City Attorney, who has the power to control and supervise the litigation. The City Attorney, as the Client's chief legal officer, and subject to the review and approval, to the extent required, by the City of Pittsburg's City Council, retains complete and final authority and control over all aspects of the PCB Action, including specifically (but not limited to) the following:

- decisions regarding settlement of the case;
- the course and conduct of the PCB Action;
- the exercise of veto power over any decisions made by Attorney.

In addition, any defendant in the PCB Action may contact City Attorney directly, without having to confer with Attorney, and attorneys from the City Attorney's office with supervisory authority are to be personally involved in overseeing the litigation at all times.

Client will be truthful and cooperative with Attorney and keep Attorney informed of developments. Attorney will present status reports to Client as events reasonably warrant or at the reasonable request of Client. Attorney and Client mutually acknowledge that Attorney needs to be informed about Client's plans and anticipated decisions that may materially affect the PCB Action.

Attorney and Client mutually acknowledge that nothing in this Agreement is intended to interfere with Client's decisions or judgments concerning the design, operation, or maintenance of its remediation decisions. Accordingly, Attorney and Client will work to assure that each keeps the other fully and timely informed about matters that affect the other and Attorney shall consult in advance with and obtain the prior approval of the City Attorney concerning all substantive aspects of the PCB Action. Additionally, Attorney shall not make or distribute any press releases without the express permission and consent of the City Attorney.

7. **CLIENT RETENTION OF DOCUMENTS.** Client acknowledges its responsibility to undertake all necessary effort to identify, preserve, and retain documents concerning potential claims or defenses related to the PCB Action. Additionally, Client will suspend all document destruction policies and implement a litigation hold as necessary to ensure the preservation of relevant documents as advised by Attorney. This litigation hold applies to hard-copy documents; electronically stored data, including backup tapes, legacy systems, and metadata; calendars and planners; and data from text messaging, blogs and social networking sites. This includes preserving all relevant data, regardless of whether it is contained on business or personal computers, personal digital assistants, cell phones etc. The documents need to be preserved in the form in which they currently exist. Client represents that it has not altered or destroyed any relevant documents relating to the subject matter of the litigation since the time it first suspected that litigation on its behalf was likely. Client shall cooperate with Attorney in locating, preserving, and reproducing its records which may be material to the investigation, discovery, prosecution, and trial in the PCB Action.

8. **CONTINGENCY FEE.** The compensation that Attorney will receive for the legal services to be provided under this Agreement is set forth in this Paragraph 8 (collectively, the "Contingency Fee").

a. **Contingency Percentage.**

Attorney will receive the following percentage of any Net Recovery (as defined below) (the applicable percentage, the "Contingency Percentage"):

(i) If a settlement is obtained on or before the date that is 6 months after the complaint is filed, seven and one-half percent (7.5%) of the Net Recovery;

(ii) If the Net Recovery is obtained after the date that is 6 months after the complaint is filed and before the first formal designation of exchange of expert witnesses, fifteen percent (15%) of the Net Recovery. Attorney shall provide Client with reasonable notice of the date on which the first formal designation of exchange of expert witnesses is required in the case; or

(iii) Thereafter, eighteen percent (18%) of any Net Recovery.

Attorney's Contingency Fee = Contingency Percentage * Net Recovery

b. **Definition of Net Recovery.**

"Net Recovery" means the total present value of any Recovery (as defined below), whether by settlement, arbitration award, or court judgment, after the deduction of Costs (as defined in Paragraph 10 of this Agreement) at the Conclusion of Services (as defined in Paragraph 16). Net Recovery does not include any court awarded costs or attorney's fees received by Client from any third party, except as otherwise provided in Paragraph 8(g) below. The Net Recovery is multiplied by the Contingency Percentage (set forth in Paragraph 8(a)) to calculate the Contingency Fee.

Net Recovery = Cash Recovery + Value of Non-Cash Recovery – Costs

c. **Definition of Recovery, Contested Judgment and Settlement.**

"Recovery" means the sum of any Cash Recovery and Non-Cash Recovery (as those terms are defined below) without reduction or adjustment for Costs (as defined in Paragraph 10). "Contested Judgment" means any final (including conclusion of any appeals) contested court order, judgment, or contested arbitration award; "Settlement" means a Recovery obtained pursuant to any voluntary agreement, whether by settlement, mediation, or court stipulation.

d. **Cash Recovery.**

"Cash Recovery" means, without limitation, the total monetary amount received (whether by Contested Judgment or Settlement) as a result of the PCB Action, including an abatement fund, funded by defendant(s), arising out of an equitable judgment or settlement. "Partial Cash Recovery" means any Cash Recovery obtained prior to the complete resolution of the PCB Action.

(i) A Partial Cash Recovery is to be used, first, to pay unreimbursed Costs advanced up to the date of such Partial Cash Recovery and, second, to pay any fees that Client owes to Attorney up to the date of such Partial Cash Recovery.

(ii) Unless Attorney and Client agree otherwise in writing, any remaining Partial Cash Recovery received prior to the final resolution of the PCB Action is to be placed in a trust account administered by Attorney for the benefit of Client. The funds in the trust account may be drawn upon by Attorney to pay for any future Costs incurred in the PCB Action and/or for any future fees owed by Client to Attorney.

e. **Non-Cash Recovery.**

"Non-Cash Recovery" means, without limitation, the fair market value of any property delivered or potentially to be delivered to Client, services provided or potentially to be provided for Client's benefit, and any other non-cash benefit, including but not limited to injunctive and/or equitable relief (other than an abatement fund, which is included in the definition of Cash Recovery above), conferred on Client as a result of the PCB Action.

(i) Client understands that a resolution of the PCB Action may involve

defendants agreeing to provide Client with one or more non-monetary goods and services, for example (by way solely of illustration), an agreement to build green infrastructure, provide consulting services, or to provide other goods and/or services. The terms of a Contested Judgment or Settlement may be that such non-monetary goods and services are only to be delivered to Client in the event that certain circumstances come to pass (e.g., the Contaminants exceed certain minimum thresholds). However, even if there is no certainty that the non-monetary goods and services will ever be delivered, Client understands that any agreement or requirement for defendants to provide such non-monetary goods and services has value to Client (analogous to an insurance contract) and that Attorney will be entitled to a Contingency Fee on that value.

(ii) Before the acceptance of any settlement offer that involves a Non-Cash Recovery, Attorney shall provide Client with an estimate of the value of the settlement offer and a calculation of the fee due on the settlement offer. Client will respond in writing, indicating whether or not Client accepts Attorney's estimate of the value of the settlement of the offer and the calculation of the fee due. If Client wishes to pursue the settlement offer further but chooses not to accept the provided estimate and calculation of the fee due, the parties shall proceed as set forth in Paragraph 8(i) (Disagreements Concerning Value of Recoveries).

f. **Payments Outside of Net Recovery**

Recovery is intended to alleviate and offset the Client's anticipated regulatory and remediation costs related to PCBs, which would otherwise be paid from public funds. However, even with a net fiscal benefit, payment from public funds may present logistical challenges. This provision is intended to address those concerns. This scenario only arises if Attorneys' fees cannot be paid directly from the Recovery.

In the event that any judgment and interpretation of this Agreement results in the Client having to pay a Contingency Fee from its own funds, rather than out of the Net Recovery and Client's Contingency Fee is greater than either $10 million dollars in any given year or $20 million dollars in total, then Attorney and Client will meet in good faith to reach an agreement that minimizes the financial burden on Client while ensuring Attorney receives the fee provided by this Agreement. Should the parties fail to reach an agreement, Attorney and Client agree to mediation pursuant to Paragraph 8(h) before resorting to litigation or any other dispute resolution procedure.

Should Recovery be secured in aggregate for a group of plaintiffs, Attorney will not be involved in the allocation of the Recovery among the group of plaintiffs. To the extent the Contingency Fee must be paid from Client's own funds on a portion of an aggregate recovery (rather than collected from the Net Recovery itself prior to disbursement to the group of plaintiffs), Client shall use reasonable efforts to agree on the allocation of funds among the group of plaintiffs within six (6) months after the settlement or judgment and will inform Attorney in writing of the allocation so that the corresponding Contingency Fee(s) may be determined.

g. **Fees on Future Recovery following Contested Judgment.**

Should Recovery following a Contested Judgment (whether Cash, Non-Cash, or a combination of the two) provide for payment or performance in the future (which may consist of one or more payments, or performance over a period of time), Client shall select one of the following options for payment of the Contingency Fee. Client shall make its selection in writing. If Client fails to elect an option within 30 days after the resolution of the Contested Judgment, the lump sum provision (subparagraph (i) of this paragraph) will apply.

For purposes of calculating the net present value ("NPV") of any Cash Recovery or Non-Cash Recovery under this Agreement, the discount rate used will be the interest rate for the 91-day treasury bill, as such interest rate is reported by the United States Federal Reserve in the weekly Federal Reserve Statistical Release closest in time to the date the terms of the Recovery for which the NPV is being calculated are known.

(i) **Lump Sum:** Client will pay the Contingency Fee in a lump sum, with the amount due determined by applying the Contingency Percentage to the NPV of the sum of the Cash Recovery and the Non-Cash Recovery less Costs.

Lump sum payment = (Contingency Percentage) * (NPV of Cash Recovery + NPV of Non-Cash Recovery – Costs)

(ii) **Annual Installments Over Three Years:** Client will pay the Contingency Fee in three (3) annual installments, each comprising one-third of the total Contingency Fee due, with the annual installment determined by dividing by 3 the result obtained by applying the Contingency Percentage to the NPV of the sum of the Cash Recovery and the Non-Cash Recovery less Costs. The parties may mutually agree on a different payout term in writing.

Annual payment over three years = [Contingency Percentage * (NPV of Cash Recovery + NPV Value of Non-Cash Recovery – Costs)] ÷ 3

(iii) **Payment on Periodic Recovery with Ten Year Due Date:** If Recovery is structured as a series of annual or other periodic awards (Cash or Non-Cash) to Client, upon receipt Client will pay 30% of each such periodic award to Attorney as a partial payment of the Contingency Fee until the Contingency Fee is paid in full, with the total amount due to Attorney determined by applying the Contingency Percentage to the NPV of the sum of the Cash Recovery and the Non-Cash Recovery less Costs.

Periodic payment = 30% * (Periodic Cash and Non-Cash Recovery Received by Client); provided, however, the sum of all periodic payments to Attorney may not exceed the total Contingency Fee

Notwithstanding the foregoing, Client's deadline to pay the Contingency Fee in full is the tenth anniversary of the Conclusion of Services. If the Contingency Fee is not paid in full by that time, the last payment made on or prior to the tenth anniversary of the Conclusion of Services must include the remaining Contingency Fee outstanding (the "Remainder").

Remainder = Total Contingency Fee – Contingency Fee Already Paid

Each year, the parties will agree upon and confirm, in writing, the value of all Recovery received, all Recovery remaining, the total Contingency Fee paid, and the total Contingency Fee outstanding.

h. **Reasonable Fee if Contingency Fee Unenforceable.**

In the event the contingency fee portion of this Agreement is determined to be unenforceable for any reason or Attorney is prevented from representing Client on a contingency fee basis, Client shall pay a reasonable fee for the services rendered. The parties shall use best efforts to negotiate a reasonable fee. If they cannot do so, the fee shall be determined by mediation proceedings before the Judicial Arbitration and Mediation Services (JAMS), with any costs of such proceedings born equally by the Client and Attorney, or, if mediation proves unsuccessful, by appropriate court action in accordance with Paragraph 26. Such reasonable fee shall take into account, among other things, the specific expertise of Attorney with regard to the PCB Action as well as the risk that Attorney took on by agreeing to represent Client and advance all litigation Costs in return for a contingency fee.

i. **Disagreements Concerning Value of Recoveries.**

In the event the parties disagree with respect to the value of any Cash or Non-Cash Recovery, they shall proceed as follows: Each party shall within 45 days select an appraiser qualified to conduct an appraisal of the value of the Recovery or settlement offer. The selected appraisers will then confer and within 30 days select a third qualified appraiser. The third appraiser will then be tasked with determining the value of the Recovery within 90 days. The third appraiser's valuation will be final and binding on the parties regardless of the fact that such valuation may be an estimate or may be subject to further refinement or analysis. Client and Attorney shall each bear the expense of its own selected appraiser, and Client and Attorney shall share equally the expenses of the third appraiser.

j. **Court-Awarded Attorneys' Fees.**

Client may obtain an award from the court of attorneys' fees and/or Costs in the PCB Action. For example, certain claims may arise under statutes that provide for an award of attorneys' fees. Attorney agrees that if such an award is allowed for under the law then Attorney will endeavor to pursue such an award from the court on behalf of Client and defend Client against any claims that it owes defendants' attorney fees. Any order awarding fees and/or Costs will not affect Client's obligation to pay the Contingency Fee in accordance with this Agreement.

Any attorney's fee awarded by the court in connection with the PCB Action will not be considered part of the Net Recovery for purposes of calculating the Contingency Fee. Any Court-awarded Costs will also not be considered part of the Net Recovery for purposes of calculating the Contingency Fee. Any court award of fees received by Attorney will be applied as a credit against Client's obligation to pay the Contingency Fee under this Agreement, and any court award of Costs to Attorney will be applied as a credit against Client's obligation to reimburse Attorney for Costs under this Agreement. If the court-awarded fees exceed the fee to which Attorney would otherwise be entitled, the Contingency Fee will be the amount of the court-awarded fee.

k. **Negotiated Fee.**

Client understands that the attorney's fee set forth in this Agreement is not set by law but rather is negotiable between Attorney and Client.

9. **CO-COUNSEL**.

a. Attorney may decide to retain another attorney or law firm as associate counsel. Such other attorney or law firm may be compensated by Attorney for the reasonable value of the services performed on an hourly or per diem basis and not necessarily on a contingency basis. Such payment is the sole responsibility of Attorney and will not be charged back to Client as a Cost or otherwise. Client understands that under the Rules of Professional Conduct of the State Bar of California, the division of a fee for legal services may be made only with Client's written consent after a full disclosure to Client in writing that a division of fees will be made, the identity of the lawyers or law firms that are parties to the division, and the terms of the division.

A decision by Attorney to retain associate counsel is subject to Client's approval, which will not be unreasonably withheld.

b. Client has the authority to retain additional outside consultants, including additional legal counsel, to assist the City Attorney with the PCB Action. Any such retention will be at Client's sole expense and will not be considered a part of Costs, as defined in paragraph 10.

10. **COSTS.**

a. Definition. "Costs" means costs reasonably and actually incurred by Attorney in connection with Attorney's representation of Client under this Agreement, including but not limited to:

(i) Court filing fees;

(ii) Deposition costs;

(iii) Expert, consultant and investigator fees and expenses;

(iv) Investigation costs;

(v) Transportation;

(vi) Meal and lodging for out-of-town travel;

(vii) Messenger service fees;

(viii) Photocopying expenses;

(ix) Process server fees

"Costs" does not include the following: the cost of full or part-time employees of Attorney (e.g., paralegals and law clerks). In addition, "Costs" does not include Client expenses incurred in providing information to counsel or defendants, damages claimed by others in the litigation, or other parties' costs, if any, that Client is ultimately required to pay, all of which Client must pay without contribution by Attorney.

Attorney shall advance Costs incurred in connection with Attorney's representation of Client under this Agreement.

b. **Authorized costs**. The Client authorizes Attorney to incur reasonable Costs and to retain consultants or expert witnesses reasonably necessary in Attorney's and City Attorney's judgment. Costs must be specific and confined to representation of Client. Attorney account for Costs as they are incurred by Attorney. No mark-up is to be attached to Costs. As such, Attorney and Client are jointly incentivized to keep Costs to a minimum.

Regarding expert costs, Attorney and Client shall meet and confer regarding selection and retention of experts in the PCB Action and Attorney shall inform Client of the persons chosen and their charges. Client shall not unreasonably withhold approval of the selection and retention of such experts.

c. **In the event of Recovery for Client, Client will reimburse Costs**. In the event Client obtains Recovery (whether by settlement, arbitration, judgment or otherwise) and pursuant to Paragraph 16 (Conclusion of Services), Client shall pay Costs within sixty (60) days after a final accounting provided by Attorney, unless otherwise agreed by the parties in writing. Any Client funds in the Attorney trust account may be put towards any unpaid balance of Costs.

d. **In the event of judgment for defendants, Attorney bears risk of costs.** To the extent permitted by law and to the extent not based on the conduct of Client or City Attorney, Attorney will bear the risk of any defense costs taxed against Client in the event of an adverse ruling (such as sanctions for spoliation of evidence) or Contested Judgment for defendants in the PCB Action. As used in this section, "conduct" means (1) the failure to perform the terms of this Agreement; or (2) any intentional, reckless, or negligent conduct that diverges from the Attorney's recommended course of action and results in either an adverse ruling or a Contested Judgment for defendants. The application of this provision as to a discrete adverse ruling does not necessarily implicate this provision as to a Contested Judgment.

e. **Periodic statements of costs.** Attorney shall provide Client with periodic statements of Costs incurred in the PCB Action at approximately quarterly intervals or at such other frequency as mutually agreed between Client and Attorney. At any time, Client may communicate with Attorney regarding Attorney's estimates with regard to Costs that may be incurred in the future.

f. **Client expenses**. Expenses incurred by Client in connection with retention of additional consultants, including outside counsel and/or experts, shall be paid for by Client and will not be considered Costs for purposes of this Agreement.

11. **REPRESENTATION OF ADVERSE INTERESTS.** If Attorney had a relationship with another party involved in the PCB Action, or with someone who would be substantially affected by the PCB Action, the Rules of Professional Conduct would require Attorney to disclose that to Client so that Client could evaluate whether that relationship causes Client to have any concerns over Attorney's loyalty, objectivity or ability to protect Client's confidential information.

Client understands that currently, and from time to time, Attorney represents other municipalities, governmental agencies, governmental subdivisions, or other public or private individuals and/or entities in other actions or similar litigation where the defendants may be the same or similar to the defendants in the PCB Action, and that such work is a focus of Attorney's practice. Client understands that Attorney would not take on this engagement if it required Attorney to forego representations like those described above. However, Client understands that damages collected from one or more of the same defendants in other suits prosecuted by Attorney could, theoretically, reduce the amount of money available from these same defendants in the PCB Action. Client was given an opportunity to confer with its own separate and independent counsel about this matter and has determined that it is in its own best interests to waive any and all potential or actual conflicts of interest which may occur as the result of Attorney's current and continuing representation of cities and other public and/or private entities in similar litigations, because it enables Client to obtain the benefits of Attorney's expertise. Therefore, Client consents that Attorney may continue to handle such work, and may take on similar new clients and matters, without disclosing each such new matter to Client or seeking the consent of Client while representing Client. Attorney may not take on such other work if it requires Attorney to be directly adverse to Client while Attorney was still representing Client in the PCB Action. In the event that Attorney represents other plaintiffs in similar litigation, costs that are incurred for the joint benefit of several plaintiffs shall be allocated, if possible, between the cases pro rata based on each plaintiff's share of the recovery, or if such pro rata cost sharing based on recovery is not possible, then on a reasonable pro rata basis agreed upon between Client and Attorney.

12. **SETTLEMENT.** Decisions regarding settlement of the case are reserved exclusively to the discretion of Client and City Attorney. Attorney may not settle Client's claim without the approval of Client, which has the absolute right to accept or reject any settlement. Attorney shall notify Client of the terms of any settlement offer received by Attorney.

13. **ORDER OR AGREEMENT FOR PAYMENT OF ATTORNEY'S FEES OR**

COSTS BY ANOTHER PARTY. The court may order, or the parties to the dispute may agree, that another party will pay some or all of Client's attorney's fees, costs, or both. Any such order or agreement will not affect Client's obligation to pay contingency fees and Costs under this Agreement. However, in accordance with Paragraph 8 (Attorney's Fees), any such amounts actually received by Attorney will be credited against the Contingency Fee or Costs, as applicable, incurred by Client.

14. **DISCHARGE OF ATTORNEY.** Client may discharge Attorney at any time by written notice effective when the notice is received by Attorney. Unless specifically agreed by Attorney and Client, Attorney will provide no further services and advance no further Costs on Client's behalf after receipt of the notice. If Attorney is Client's attorney of record in any proceeding, Client will execute and return a substitution-of-attorney form immediately on its receipt from Attorney.

In the event Attorney is discharged without cause before the termination of the litigation, Client shall (1) reimburse Attorney for any and all Costs advanced by Attorney not later than thirty (30) days after receipt of a final cost accounting from Attorney, and (2) upon termination of the litigation, pay Attorney a fee consisting of the reasonable value of Attorney's services performed up to the point of the discharge. Nothing herein may be construed to limit Client's rights and remedies in the event of a discharge of Attorney for cause.

15. **WITHDRAWAL OF ATTORNEY.** Attorney may withdraw from representation of Client: (a) with Client's consent, (b) upon court approval, or (c) if no court action is filed, for good cause upon reasonable notice to Client. Good cause includes, but is not limited to, Client's breach of this Agreement, Client's refusal to cooperate with Attorney, or any other fact or circumstance that would render Attorney's continuing representation unlawful or unethical. Notwithstanding Attorney's withdrawal for cause, Client will remain obligated to pay Attorney out of the Recovery a reasonable Attorney's fee for all services provided, and to reimburse Attorney for all reasonable Costs advanced before the withdrawal.

Attorney may terminate this Agreement at any time, without cause, by giving to Client not less than sixty (60) days prior written notice of termination, said notice to specify the effective date of the termination. Where Attorney terminates this Agreement without cause, Attorney shall not be entitled to the recovery of any Attorney fee or Costs, regardless of the status of the PCB Action, and regardless of whether or not any amounts of Recovery have been or are subsequently received by Client.

16. **CONCLUSION OF SERVICES.** The "Conclusion of Services" means when Attorney's services conclude, whether by completing the terms of this Agreement or by discharge (under Paragraph 14) or withdrawal (under paragraph 15). Subject to Paragraphs 8 and 10, at the Conclusion of Services, all unpaid charges will immediately become due and payable, unless otherwise provided herein. Attorney shall notify Client in writing of the Conclusion of Services and provide an accounting of Costs, fees, and other charges due. Attorney is authorized to apply any Client funds held in Attorney's client trust account to pay unreimbursed advanced Costs.

17. **LIEN.** Except in situations where Attorney withdraws or is discharged, such

situations being governed by Sections 14 and 15, Client hereby grants Attorney a lien on any and all claims or causes of action that are the subject of Attorney's fee and/or Costs advanced under this Agreement. Attorney's lien will be for any sums owing to Attorney for any unpaid Costs (under Paragraph 10) or fees (under Paragraph 8) at the conclusion of Attorney's services. The lien will attach to any Recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise.

18. **RELEASE OF CLIENT'S PAPERS AND PROPERTY.** At the termination of services under this Agreement, Attorney will release to Client on request all of Client's papers and property. Client's papers and property include correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items in possession of Attorney reasonably necessary to Client's representation.

19. **CONFIDENTIALITY.** This Agreement establishes the relationship of attorney-client between the parties hereto. Attorney shall hold all money and property of Client in trust for Client's benefit, with all funds deposited and managed in Attorney's client trust account as required by law, shall not divulge Client's confidences, and shall be entitled to the candid cooperation of all Client's employees in all matters related to the assigned files and any related actions. This Agreement is privileged and confidential and is subject to Business and Professions Code section 6149 and Evidence Code section 952 and 954.

20. **DISCLAIMER OF GUARANTEE.** Although Attorney may offer an opinion about possible results regarding the subject matter of this Agreement, Attorney cannot guarantee any particular result. Client acknowledges that Attorney has made no promises about the outcome and that any opinion offered by Attorney in the future will not constitute a guaranty.

21. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement is binding on the parties.

22. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

23. **MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing, approved and executed in the same manner as the initial Agreement.

24. **MEDIATION CLAUSE.** If a dispute arises out of or relating to any aspect of this Agreement between Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to mediation pursuant to Paragraph 8(g) before resorting to litigation, or any other dispute resolution procedure.

25. **NO AWARD OF ATTORNEY'S FEES OR COSTS IN ACTION ON AGREEMENT.** Each party shall bear its own attorney's fees and costs incurred in any action or proceeding concerning or arising out of this Agreement, or efforts to negotiate the matter, and the

parties shall share equally the costs of any arbitrator, mediator, or other decision maker in any forum.

26. **GOVERNING LAW.** The terms and provisions of this Agreement and the performance of the parties hereunder are governed by the laws of the State of California. The venue of any action to enforce this agreement is the Superior Court in and for the County of Contra Costa.

27. **EFFECTIVE DATE OF AGREEMENT.** This Agreement is effective on the date last executed below. Once effective, this Agreement will, however, apply to services provided by Attorney on this matter before its effective date.

28. **AUTHORITY OF PARTIES.** Each of the signatories to this Agreement warrants that he or she has the authority to enter into and execute this Agreement and to bind the entity or entities on whose behalf they sign.

29. **EXECUTION.** This Agreement may be executed in duplicate counterparts. This Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit digital signatures at any time by providing written notice to the other party.

The foregoing is agreed to by:

City of Pittsburg (Client)

Dated: By _____

Donna Mooney
City Attorney

SHER EDLING LLP (Attorney)

Dated: By _____

Matthew K. Edling
Partner

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: By Minute Order, Select Appointments to Vacancies on the Measure M/P Citizens Oversight Committee

MEETING DATE: 09/19/22

EXECUTIVE SUMMARY

The Measure M/P Citizens Oversight Committee is comprised of three members of the Community Advisory Commission and two members from the business community that also live in Pittsburg. Five (5) openings exist on the Measure M/P Citizens Oversight Committee. Community Advisory Commissioners were asked to volunteer to serve on the Committee, and staff has reached out to the business community. Four (4) appointments are ready to be made.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Staff recommends appointment of the following to the Committee.

Dennisha Marsh, Community Advisory Commission
Kesha Hackett, Community Advisory Commission
Veronica Pope, Community Advisory Commission
Tara Sanders, Chamber of Commerce

The remaining vacant opening from the business community will be filled at a later date.

BACKGROUND

On June 5, 2012 the voters of Pittsburg passed Measure P, the Pittsburg Preservation of Citywide Services Temporary Funding Transactions and Use Tax Ordinance. The ordinance established a one-half of one percent (0.5%) use and transaction tax.

On June 7, 2016, the voters of Pittsburg passed Measure M, extending the use and transaction tax to June 30, 2035. The measures require the establishment of a Citizens Oversight Committee ("Committee") charged with making recommendations to the City Council for the use of the revenue.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Committee is to (1) receive information from City staff on the receipt of revenue and the expenditure of funds from the Measures, (2) provide recommendations to the City Council on the use of the Measures revenue, (3) shall produce a report that records the results of its recommendations for expenditure of the revenue generated from the tax, and (4) present the report to the City Council at a public meeting and be made a public record. Committee meetings are open to the public and subject to the Brown Act.

ATTACHMENTS:
Measure P Citizens Oversight Committee Fact Sheet

Report Prepared By:
Alice E. Evenson, City Clerk

Measure P Citizens Oversight Committee Fact Sheet

Overview:

On June 5, 2012 the voters of Pittsburg passed Measure P, establishing a one-half of one percent (0.5%) use and transaction tax for the first five (5) years, and then will be reduced to one-quarter of one percent (0.25%) from the sixth through tenth year before being eliminated.

The Pittsburg Preservation of Citywide Services Temporary Funding Transactions and Use Tax Ordinance includes a requirement for a Citizens Oversight Committee that is charged with making recommendations to the City Council for use of the tax revenue.

Scope of Responsibility:

To receive information from City staff on the receipt of revenue and the expenditure of funds from Measure P.

1. Provide recommendations to the City Council on the use of Measure P revenue.

2. Committee shall produce a report that records the results of its recommendations for expenditure of the revenue generated from the tax.

3. The report shall be represented to the Council at a public meeting and shall be a public record.

Committee Composition:

1. Member must be a Pittsburg resident and registered voter.

    Sample committee members:
    a. Chamber of Commerce member(s) – representative of a Pittsburg business – 2 each

    Community Advisory Committee member(s) – 3 each. Being a member of the CAC is a pre-requisite to being a member of the Measure P Citizen's Oversight Committee.
2. Members will be appointed by the City Council.

Term:

Generally, members will serve for two years. For CAC appointments, appointment to the Measure P Citizen's Oversight Committee is the lesser of two years or the period of time the member is on the CAC. For Chamber appointments, the appointment is for two years, unless replaced earlier by the Chamber or the City.

Committee Organization and Use of Existing City Practices:
Staff is recommending that the Committee follow all relevant existing City practices in terms of organization and conduct by:

1. Electing a Chair and Vice Chair.

2. Operate in accordance with the Ralph M. Brown Act.

3. Comply with all State and local mandated conflict of interest/economic interest disclosure requirements.

4. Comply with requirements of AB1234 – Mandatory two hour ethics training every two years.

5. Receive no compensation for their service on the Committee.

Committee Meeting Schedule:

The City's budgeting occurs in the Spring of each year. Staff recommends having the Committee active from March to June of each year.

1. No specific dates and times have been established at this point.

2. Staff will work with appointed Committee members to identify days/times that work well with their schedules.

3. All meetings will be public, published in accordance with the Brown Act, and posted within required timeframes.

4. The report prepared by the Committee documenting their findings and recommendations will be presented to the City Council at the Budget workshops.

Staff/Administrative Support:

Staff from the City Manager's and Finance Department will have primary responsibility for supporting the Committee.

Appointment of Committee Members:

Members will be appointed in February 2013.

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 Authorizing City Manager to Execute a Contract for Police Vehicle Equipment

MEETING DATE: September 19, 2022

EXECUTIVE SUMMARY

The City maintains a fleet of vehicles and equipment necessary for police operations and for maintenance of the City's infrastructure. If approved, the resolution authorizes execution of a contract with LEHR Inc., from Pittsburg, for equipment for new police vehicles from October 1, 2022 to September 20, 2023 in an amount not to exceed $380,000 and approve an option to extend the agreement for four additional one-year terms in the maximum amount of $250,000 annually, piggybacking off of a competitive bid process undertaken by County of Placer.

FISCAL IMPACT

The Police vehicle equipment contract is fully funded in the Fleet Operations Maintenance Budget for FY 2021-22 and FY 2022-23. No additional funds are requested. Funds are not encumbered against the agreement until services are provided. Staff will not exercise an option to extend the contract without appropriate available funding.

RECOMMENDATION

City Council adopt the attached Resolution authorizing the City Manager to execute a contract with LEHR Inc., not to exceed $380,000, for equipment for new police vehicles.

BACKGROUND

Every year, parts for Police Department (PD) vehicles are funded in the Fleet budget for auto parts and supplies. In the past, staff performed most installations in-house. However, as the complexity of the equipment has increased, this is no longer practical for fleet operations, and an outside company now performs most equipment installation.

Over the past year, many industries have encountered increased costs, global supply chain disruptions and long delays. Additionally, prices in many industries are currently fluctuating on a weekly basis. As a result of inflation and supply chain issues, suppliers are recommending purchasing parts for vehicles the City will be receiving in the next several years ahead of time and storing the parts until the vehicles are received and ready to be outfitted. Staff recommends following these guidelines.

The City has routinely and historically used contractors to provide this service, but this has generally been coordinated as vehicles arrive. This contract will secure the necessary parts to outfit police vehicles in a volatile economy, create efficiency and save valuable staff time that can be focused elsewhere. Staff has previously conducted a competitive public bid process each year to establish costs of outfitting vehicles, with LEHR being the most recent contract. LEHR has provided satisfactory services in providing parts and outfitting vehicles for the City for several years and is also a local, preferred vendor.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Staff proposes securing the necessary items for previously purchased vehicles and future vehicles, save valuable time, and take advantage of pricing obtained through competitive bidding by the County of Placer. The Agreement “piggybacks” on the price obtained by the County of Placer.

The County of Placer conducted a competitive process that opened on July 30, 2019 and closed on August 13, 2019. Upon review Placer County selected Stommel Inc. dba Lehr as the lowest, responsible responsive bidder to meet the specifications, thusly awarding the firm with Contract Number Agreement No. SCN104242. The Contract between Stommel Inc. dba Lehr ends on September 30, 2022, with four one-year options to extend the contract, and Placer County anticipates extending this contract with LEHR.

Staff seeks authorization for the execution of an agreement with LEHR which will “piggyback” on the contract award by Placer County.

The Police Vehicle Equipment Contract is fully funded in the Fleet Operations Maintenance Budget for FY 2021-22 and FY 2022-23. The contract may be extended for up to four additional years and shall not exceed $250,000 per year. Funds are not encumbered against the agreement until services are provided. Extension options will not be exercised without appropriate available funding.

Staff recommends the City Council approve the attached resolution to authorize the City Manager to execute a Purchase Order for LEHR, Inc., in an amount not to exceed $380,000, for equipment to outfit the new Police vehicles with needed equipment and parts.

ATTACHMENTS: Resolution
County of Placer – LEHR Contract
Agreement Pittsburg and Lehr

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 a Contract) RESOLUTION NO. 22-
For Police Vehicle Equipment)

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

WHEREAS, County of Placer has undertaken competitive bidding process equivalent to or better than the requirements in City's Purchasing Policy and has awarded a contract to Lehr as its vendor for Emergency Response Vehicle Supplies/Equipment and Installation Services; and

WHEREAS, City seeks to "piggyback" on the County of Placer contract for Emergency Response Vehicle Supplies/Equipment and Installation Services, specifically Contract No. SCN104242 and

WHEREAS, Lehr is a local, preferred vendor and has provided satisfactory services in providing parts and outfitting vehicles for the City for several years; and

WHEREAS, sufficient funds to accommodate the purchase are available in the previously approved City operating budget for Fiscal Year 2021/22 and Fiscal Year 2022/23 for Fleet Operations.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute a contract not to exceed $380,000 with LEHR, Inc.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of September 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Supplier Contract

County of Placer
Procurement Services Division
2964 Richardson Drive
Auburn, CA 95603
Phone (530) 886-2122

Contract Number	SCN104242
Contract Reference	97
Contract Start Date	10/01/2021
Contract End Date	09/30/2022
Buyer	Javier Terrazas (51231507)
Phone Number	+1 (530) 889.4252 x4252
Email	JTerrazas@placer.ca.gov

Supplier:

STOMMEL INC
dba LEHR
631 N MARKET BLVD STE N
SACRAMENTO, CA 95834
United States of America

This Supplier Contract shall be governed by the attached terms and conditions.

Please reference the Supplier Contract number above on all invoices and correspondence related to this order.

Summary:

Emergency Response Vehicle Supplies/Equipment and Installation Services

Vendor Contact: Steve Adair, Ph. #No. 916-267-5547, Email: steve@lehrauto.com

County Contacts:

Probation Dept. Contact (Orders and Accounting): Chris Artim, Ph. #530-889-7912, Email: cartim@placer.ca.gov
Placer County Sheriff Contact: Matt Burgans, Ph. #530-889-7865
Sheriff Accounting: Lisa Lentz, Ph. #530-889-6919, llentz@placer.ca.gov

Placer County Fire: Sarah Poindexter, Ph. #530-889-4037

Placer County Fire Accounting: Glenn Nishimoto, Ph. #530-886-4623, AccountsPayableCEO@placer.ca.gov

Renewal of SCN103068

Payment Terms	Total Line Amount	Total Tax Amount	Total Contract Amount
NET 30	275,000.00	0.00	275,000.00

Service Lines

Line Number	Description	Start Date	End Date	Amount
1	Emergency response vehicle equipment and supplies as well as equipment installation services in accordance with the vendor's agreement to renew SCN103068 - see attached for pricing, terms, and conditions. This is the second of four optional one-year renewal terms that were approved by the Board of Supervisors on September 24, 2019.	10/01/2021	09/30/2022	275,000.00

Brett Wood

Brett Wood, Purchasing Manager

Procurement Services Division
2964 Richardson Drive ▪ Auburn, CA 95603
(530) 886-2122

20000 - Emergency Response Vehicle Equipment and Installation Services

Opening Date: July 30, 2019 4:45 PM

Closing Date: August 13, 2019 3:00 PM

To ensure a complete and timely response, it is strongly recommended that you submit your bid response via our Online Bidding System. However, if you have difficult submitting your bid online or prefer to submit your bid manually (hard-copy) for any reason, print and complete this bid package along with any required bid documents, and mail or deliver in a sealed envelope to:

Placer County Procurement Services Division

2964 Richardson Drive

Auburn, CA 95603

All bids must be submitted on original documents (no fax bids) prior to the Closing Date and Time specified above and as prescribed in this bid's General Terms and Conditions. All bids must be signed by an authorized representative of the firm. UNSIGNED OR LATE BIDS WILL BE REJECTED.

Vendors shall complete the area below for hard copy submissions:

COMPANY NAME: _____

Mailing Address: _____

City/State/Zip: _____

Contact Person: _____

Telephone: _____

Email: _____

SIGNATURE: _____

DATE: _____

Title: _____

By signature above, bidder hereby agrees to and accepts the terms, conditions and requirements specified in this bid, including the following bid documents and all related addenda (if any).

Vendor Details

Company Name:	Stommel Inc
Does your company conduct business under any other name? If yes, please state:	Lehr Auto Electric
Address:	4707 Northgate Blvd Sacramento, CA 95834-1120
Contact:	Steve Adair
Email:	steve@lehrauto.com
Phone:	916-267-5547
Fax:	916-646-6656
HST#:	61-1499917

Submission Details

Created On:	Thursday August 08, 2019 16:23:20
Submitted On:	Tuesday August 13, 2019 11:55:35
Submitted By:	Steve Adair
Email:	steve@lehrauto.com
Transaction #:	bf9e4edd-1317-482f-9d85-05e42711727e
Submitter's IP Address:	207.242.136.194

Schedule of Prices

BID PRICING WORKSHEET - Category 1

ITEM NO.	DESCRIPTION	UOM	EST. ANNUAL USAGE	MANUFACTURER	MANUFACTURERS PART NUMBER	UNIT PRICE *	EXT PRICE	PRODUCT WARRANTY INFORMATION (state number of months and any special terms or provisions that may apply)	COMMENTS	
1.1	Lightbar with the following options/modifications: Add (2) LR11 Flashing Alley Lights, LED (SRALF1); Add (2) 500 Series inboard LED, one red and one blue (SLDBR); Add (2) 500 Series inboard LED, one red and one blue (SLDBR); Add (2) TIR high output LED take downs, flashing or steady (SXTDLED); and Add (2) 500 Series inboard LED, amber/amber (SLDAA).	EA	15	Whelen LFL Liberty SW WeCan Series Super-LED 54" Lightbar	SW2RRBB	$1,750.0000	$ 26,250.00	60	Whelen Master Distributor	*
1.2	Strap Kit for LFL Liberty SW WeCan Series Super-LED 54" Lightbar. Strap Kit shall be compatible with Chevrolet Tahoe Police SUVs.	EA	15	Whelen Engineering	STPKT71	$57.0000	$ 855.00	60	Whelen Master Distributor	*
1.3	CenCom Sapphire Siren with amplifier control module with pigtails, traffic advisor module, and microphone with CCMICX20 included (20' microphone cable).	EA	15	Whelen Engineering	CCSRN3	$595.0000	$ 8,925.00	60	Whelen Master Distributor	*
1.4	PB400 Full Aluminum Push Bumpers. Push bumpers shall be compatible with 2015 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Setina Manufacturing Bodyguard PB400	BK0534TAH15	$319.2000	$ 4,788.00	60	Setina Master Distributor	*
1.5	Patrol Car Seat, black, with Laguna Seat Belts and Rear Cargo Cage. Patrol car seat shall be compatible with 2011 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Laguna 3P Products	CT5502	$1,084.0000	$ 16,260.00	60	Laguna distributor	*
1.6	Stationary Vinyl Coated Partition with Full Lower Extension Panel. The partition shall be compatible with 2015 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Setina Manufacturing 8-VS Series	PK0369TAH10SCA	$599.2500	$ 8,988.75	60	correct Part Number PK0369TAH15SCA	*
1.7	Shotgun Gun Lock	EA	15	Santa Cruz	SC-1H	$77.0400	$ 1,155.60	12	#2 Key	*
1.8	Ratchet Lock Gen. 2	EA	15	Santa Cruz	SC-6H	$125.9500	$ 1,889.25	12	#2 Key	*
1.9	Muzzle Up Partition Mount	EA	30	Santa Cruz	SC-915P	$69.9900	$ 2,099.70	12	Authorized Distributor	*
1.10	Siren Speaker	EA	15	Whelen	SA315P	$179.9900	$ 2,699.85	24	Authorized Distributor	*
1.11	Speaker Bracket Kit for Whelen SA315P Speaker	EA	15	Whelen	SAK1	$26.6500	$ 399.75	60	Authorized Distributor	*
1.12	Plug In Headlight Flasher for 2015 to current model year Chevrolet Tahoe Police SUVs	EA	15	SoundOff	ETHTAHO-07	$65.7200	$ 985.80	60	Authorized Distributor	*
1.13	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: BLUE	EA	45	Whelen	VTX609B	$77.3500	$ 3,480.75	60	Authorized Distributor	*
1.14	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: RED	EA	45	Whelen	VTX609R	$77.3500	$ 3,480.75	60	Authorized Distributor	*
1.15	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: CLEAR	EA	45	Whelen	VTX609J	$77.3500	$ 3,480.75	60	Authorized Distributor	*
1.16	LIN3 Series Super-LED Lighthead, Horizontal Mounting, Color: BLUE	EA	15	Whelen	RSB02ZCR	$55.2000	$ 828.00	60	Authorized Distributor	*
1.17	LIN3 Series Super-LED Lighthead, Horizontal Mounting, Color: RED	EA	15	Whelen	RSR02ZCR	$55.2000	$ 828.00	60	Authorized Distributor	*
1.18	Mounting Bracket for LIN3 Series Super-LED Lighthead (Horizontal Mounting)	EA	30	Whelen	RBKT1	$8.4000	$ 252.00	60	Authorized Distributor	*

1.19	PAR46 LED Flood - Spotlight	EA	25	Whelen Engineering	P46FLC	$129.9900	$ 3,249.75	60	Authorized Distributor
1.20	PAR46 LED Spot - Spotlight	EA	25	Whelen Engineering	P46SLC	$129.9900	$ 3,249.75	60	Authorized Distributor
1.21	Magnetic Mic Kit	EA	25	Whelen Engineering	MMSU-1	$34.9500	$ 873.75	12	Authorized Distributor
1.22	Blac-Rac Weapon Mount	EA	20	Blac-Rac	1082E	$549.0000	$ 10,980.00	12	Authorized Distributor
1.23	Chargeguard-Select Auto Shut-Off Timer	EA	15	Havis Inc.	CG-X	$71.3800	$ 1,070.70	36	Authorized Distributor
1.24	Littlite 12" Gooseneck Lamp with Rehostat Control, Gooseneck Extends From End of Chassis, Lead Extends From Bottom of Chassis.	EA	15	Federal Signal	LF12ERB	$57.7500	$ 866.25	60	Authorized Distributor
1.25	Patrol Vehicle "Placer" Console, consisting of the following components:Arm Rest w/2" Extension - Lehr Auto Electric Model# PARM002Tall, Arm Rest Pad - Lehr Auto Electric Model# PARP, XTL2500 3" Faceplate - Troy Products Model#FP-MXTL5000, Cencom 4" Faceplate - Troy Products Model#FP-WC10285909, 1" Blank - Troy Products Model# FP-BLNK1, 2" Blank - Troy Products Model# FP-BLNK2, 4" Beverage Holder - Troy Products Model#	EA	12	Lehr Auto Electric	PCC001	$1,142.0000	$ 13,704.00	60	Authorized Distributor
1.26	Mount Kit	EA	1	Troy Products	AC-EXP03	$117.1800	$ 117.18	60	limited Lifetime
1.27	Speaker	EA	1	Code 3	C3100ENO7	$178.3800	$ 178.38	24	Authorized Distributor
1.28	12" Litlite Console Light	EA	1	Feederal Signal	LF12TRB	$57.7500	$ 57.75	60	Authorized Distributor
1.29	3 Accessory Outlet	EA	2	Able2 Shoe-Me	14.0553	$21.9500	$ 43.90	24	Authorized Distributor
1.30	Dual Stacked LED X Light	EA	2	Code 3	LXEX2F-RR	$378.7800	$ 757.56	60	Authorized Distributor
1.31	Wig-Wag	EA	1	Sound Off	LAROOBK	$42.6000	$ 42.60	60	Authorized Distributor
1.32	Double Beam Halogen Work Lamp 12V	EA	2	Hella	006991663 AS 115	$41.8200	$ 83.64	12	Authorized Distributor
1.33	LED Strip Light	EA	1	Whelen	PSC0CDCR	$91.8000	$ 91.80	60	Authorized Distributor
1.34	2007-2010 Ford Expedition Base	EA	1	Gamber Johnson	7160-446-	$113.4000	$ 113.40	60	Part Number 7160-0046
1.35	Mongoose 9" Locking Slide Arm w/o Standard Attachment	EA	1	Gamber Johnson	7160-0219	$247.8000	$ 247.80	60	Part has been discontinued replacement quoted 7160-0220
1.36	Tlt Swivel Attachment	EA	1	Gamber Johnson	DS-CLEVIS	$56.0000	$ 56.00	60	Discontinued part - replacement quoted 7110-1008
1.37	Radio Ray Wireless Spot Light	EA	1	GoLight	7900	$244.1100	$ 244.11	36	Limited 3yr warranty
1.38	18" Console	EA	1	Troy Products	CC-MC18	$344.8800	$ 344.88	60	Authorized Distributor
								Subtotal:	$ 124,020.15

DISCOUNTS - Category 2

ITEM NO.	DESCRIPTION	Indicate the Percent Discount off List Price for the Product Categories Specified Below *:	County's Estimated Annual Expenditures	COMMENTS	
2.1	Discount off list price for Havis Inc. products not specified above.	30	$100.0000	K-9 Electronis, camera systems, touch screens and keyboards %5	*
2.2	Discount off list price for other Troy Products not specified above.	28	$100.0000	Command boxes 20% off MSRP	*
2.3	Discount off list price for other SoundOff products not specified above.	40	$100.0000	Authorized Distributor	*
2.4	Discount off list price for other Federal Signal products not specified above.	35	$100.0000	Authorized Distributor	*
2.5	Discount off list price for other Setina products not specified above.	25	$100.0000	Lighted Push bumpers,K-9 Electronic and Blac-rac weapons 5% discount	*
2.6	Discount off list price for other Cole Hersee products not specified above.	52	$100.0000	Authorized Distributor	*
2.7	Discount off list price for other Whelen Engineering products not specified above.	40	$100.0000	Whelen Parts (longnumbers) 30% off	*
2.8	Discount off list price for other Santa Cruz Gunlocks products not specified above.	33	$100.0000	Authorized Distributor	*
2.9	Discount off list price for other Laguna 3P Manufacturing products not specified above.	11	$100.0000	Authorized Distributor	*
2.10	Discount off list price for other Able 2 products not specified above.	35	$100.0000	Authorized Distributor	*
2.11	Discount off list price for other Hella products not specified above.	15	$100.0000	Authorized Distributor	*
2.12	Discount off list price for other Gamber Johnson products not specified above.	30	$100.0000	Authorized Distributor	*
2.13	Discount off list price for other Code 3 products not specified above.	38	$100.0000	Authorized Distributor	*
2.14	Discount off list price for other Truck Vault products not specified above.	8	$100.0000	Authorized Distributor	*
2.15	Discount off list price for other Go Light products not specified above.	21	$100.0000	Authorized Distributor	*

LABOR RATE - Category 3

ITEM NO.	DESCRIPTION	UOM	EST. TIME TO INSTALL	UNIT PRICE *	EXT PRICE	COMMENTS	
3.1	Shop labor rate per hour for patrol vehicle equipment installation services.	Per Hour	18	$105.0000	$ 1,890.00	All Labor billed at $105 per hour	*
3.2	Shop labor rate per hour for fire vehicle equipment installation services.	Per Hour	18	$105.0000	$ 1,890.00	All Labor billed at $105 per hour	*
					Subtotal:	$ 3,780.00	

Payment Terms - refer to Section 19 of the General Terms and Conditions for the County's payment policy

Prompt Pay Discount - %	for Invoices paid within: (insert # of days)	or Net payment within (insert # of days)	Comments	
n/a	n/a	30	NET 30	*

Bid Questions

Delivery Time: Bidders shall indicate their delivery time (after an order is received) for items specified in this bid without installation services in the space provided. Indicate your Delivery Time in Days	Delivery time 2-21 days. (In stock items 1-2 days, Items needed to be ordered up to 3 weeks however we stock many of your every day items.)
Turnaround Time: Bidders shall indicate their normal turnaround time for a fully installed emergency vehicle in the space provided. Indicate your Turnaround Time in Days	3-5 business days
Note: If installation service is needed on behalf of Placer County Fire Department, the County intends to deliver and pick up the vehicles at the successful firm's location. As an option, Placer County Fire may require the successful firm to pick up and/or deliver a vehicle. Bidder shall provide rates for pick up and delivery service to be charged one-way, from vendor's shop to Placer County Fire facility only.	$65 per hour based on Map Quest travel time 35 minutes travel time
Travel Rate: Bidders shall provide rates for pick up and delivery service to be charges one-way, from the vendor's shop to the Placer County Fire Department address: 13760 Lincoln Way Auburn, CA 95603. Indicate your travel rate	$65 per hour based on Map Quest travel time 35 minutes travel time
Travel Time: Bidders shall provide rates for pick up and delivery service to be charges one-way, from the vendor's shop to the Placer County Fire Department address: 13760 Lincoln Way Auburn, CA 95603. Indicate your Travel Time	$65 per hour based on Map Quest travel time 35 minutes travel time

Documents

Upload additional information here - optional, unless otherwise denoted as mandatory (with asterisk):

- Additional Document - Additional Discounts.xlsx - Tuesday August 13, 2019 11:36:56

COUNTY OF PLACER
EMERGENCY RESPONSE VEHICLE EQUIPMENT AND INSTALLATION SERVICES

SUPPLEMENTAL TERMS AND CONDITIONS

1. DOCUMENTS

Below are the documents associated with this bid.

Attachment A – Supplemental Terms and Conditions
Attachment B – Scope of Work
Attachment C – Insurance Requirements
Attachment D – Lightbar Configuration (Patrol Vehicle)

2. OVERVIEW

Placer County is soliciting bids for the purchase and installation of emergency response vehicle equipment & related supplies for the Placer County sheriff's Office and Placer County Fire Department. Placer County intends to award a supplier contract for the purchase emergency response vehicle equipment and installation services on an as-needed basis. The items, quantities, sample jobs, services, and occurrences listed in this bid represent the County's estimated annual requirements and will be utilized for evaluation purposes only. The County does not guarantee any minimum or maximum quantities that will be purchased or minimum or maximum dollar amounts to be spent throughout the term of the resulting agreement(s). Please note that the County requires NEW PRODUCT ONLY – No refurbished, demo, or restored products will be accepted unless specifically authorized by County staff.

3. PRICING

Responding bidders shall indicate their hourly shop rate for the services described herein as well as provide firm, fixed prices and discounts off list prices for the emergency response vehicle equipment and supplies listed in this bid for the initial contract period of approximately one year from the date this bid is awarded. Pricing offered in the bid line items herein shall be for services provided during the successful firm's normal business hours. Overtime will not be required. The bidder's shop labor rate per hour offered herein shall apply to all vehicle and equipment makes, models, and types.

The prices offered by bidders shall be exclusive of sales tax (applicable sales tax shall be added to the County's invoices). The discounts offered by bidders for the brands listed in this solicitation shall be calculated and billed in addition to any invoice terms that are offered.

All rates shall be billed in accordance with the bidders offered pricing. The County will not accept or pay any premiums, administrative surcharge costs, or any other surcharges that are not identified in the bidder's response. Charges imposed by the State of California or Federal Government after the bid has been awarded will be honored.

4. AWARD

4.1. This bid shall be evaluated and awarded by an all-or-none basis. The bid evaluation will consider the total cost to install the Sheriff's Office patrol vehicle equipment into a typical Chevrolet Tahoe 4x2 and 4x4 for items 1.1 through 1.25 and a Ford Expedition for the Placer County Fire Department for items 1.26 through 1.38 for evaluation purposes. This cost will be determined by multiplying the firm's shop labor rate by the total estimated time to install the equipment, as determined by the County. The estimated installation time will be 18 hours of labor for evaluation purposes only. Local Vendor Preference (if applicable), prompt payment discounts, optional pick up/delivery rates, travel time, travel time rate, turnaround time, and adherence to all conditions and requirements of this bid will also be considered. Bidders are not required to bid on all categories to be considered for award however Placer County reserves the right to award the bid based on pricing offered for the most categories.

4.2. An example of a typical Chevrolet Tahoe patrol vehicle installation includes the following equipment (manufacturer or supplier is shown in parenthesis – no substitutions):

- Light Bar System (Whelen/Cencom)
- Headlight Flasher (Soundoff)
- Siren Speaker and Bracket (Whelen)
- Maplight (Little Lite)
- Radio Mounting Console (Lehr)
- Cage (Setina)
- Gun Locks – 2 per vehicle (Santa Cruz)
- Push Bumper (Setina)

All emergency equipment, dome light, and spotlight are required to be wired to an auxiliary power source in the rear of the vehicle. All power should be timed and disconnected as to protect the vehicle from a dead battery.

4.3. Other public agencies may elect to "piggyback" on the County's resulting agreement(s). It will be the responsibility of the other agencies to execute separate contracts with the successful bidder(s) at the same bid pricing (refer to this Bid's General Terms and Conditions, Section 22) through the end of the initial contract period. Any subsequent renewal pricing and terms successfully negotiated between Placer County and the successful bidder(s) would be made available to those other agencies.

5. DELIVERY REQUIREMENTS

5.1. Bidder's pricing for equipment and supplies shall be FOB Destination, freight prepaid and assumed by the successful bidder, inside delivery to the following address:

Placer County Sheriff's Office
2929 Richardson Drive, Ste. A
Auburn, CA 95603

Placer County Fire Department
13760 Lincoln Way
Auburn, CA 95603

5.2. The successful bidder shall deliver regular orders within five (5) business days of order placement for the complete order (no partial deliveries will be allowed unless specifically approved by County staff at the time the order is placed). There will also be occasions where the County will need to place an emergency order, which shall be defined as items which are so urgently needed that they must be delivered within forty-eight (48) hours of placing the order or items that are not available from the vendor's normal inventory. In these instances actual freight charges will be allowed with written approval from the County employee placing the order. All freight charges shall be prepaid by the vendor and added to the resulting invoice. Freight collect charges will not be allowed. The vendor shall clearly advise County personnel of such emergency order circumstances for authorization at the time the order is placed with the vendor.

5.3. If the County's orders are not delivered within the delivery times specified herein, the County reserves the right to cancel the order and obtain the products from another source. In the event that the County must make such open market purchases, the County reserves the right to exercise the provisions of Section 17 of this bid's General Terms and Conditions. Continued non-compliance with the stated delivery times may be cause for cancellation of the resulting agreement.

6. PRICE LISTS

Placer County requests that the successful bidder provide price lists upon award of the resulting agreement for each of the manufacturer discounts offered in the successful bidder's completed **Bid Pricing Worksheet**. The County will accept electronic versions of the price lists if hard copies are not available (e.g. CD's, flash drives, etc.). These lists will be used to verify the discount pricing on the resulting invoices. All price lists shall be provided free of charge to the County. The County also prefers that the successful bidder(s) state the manufacturer's list price, the bidder's offered discount off list price, and the net price for each part purchased on the resulting invoices. The successful bidder shall be responsible for notifying the Placer County Sheriff's Office primary contact as well as the Procurement Services Division of any changes or updates to the bidder's/manufacturer's published catalog/list prices that occur during the contract period.

7. INSURANCE REQUIREMENTS

The successful bidder shall be required to furnish a certificate of insurance within ten (10) calendar days following receipt of a Notice of Award demonstrating proof of coverage in the amounts specified in Attachment C, Insurance Requirements.

8. SUBCONTRACTING

The successful bidder shall not subcontract any portion of the work to be performed under the resulting agreement.

9. EQUIVALENT/ALTERNATE OFFERS

Due to the standardization of the County's emergency response vehicle equipment including the County's inventory of repair/replacement parts as well as staff training issues, bids will only be accepted for the brand and model emergency response vehicle equipment and supplies specified in the Bid Worksheet.

10. SERVICE STANDARDS

The successful bidder shall provide all necessary personnel, tools, parts, materials, and equipment to perform the services described herein. The successful bidder shall perform all work in such a manner as to meet all accepted standards for safe practices for emergency response vehicle equipment installation services and to safely maintain stored equipment or other hazards consequential or related to the work. The successful bidder agrees to accept the sole responsibility for complying with all local, County, State or other legal requirements at all times including, but not limited to, O.S.H.A. and CAL. O.S.H.A. Safety Orders. The successful bidder must meet all EPA standards as well as all Federal, State, and Local laws, standards, and regulatory and permitting requirements while performing services on behalf of Placer County.

11. WORKMANSHIP

All services shall be performed in accordance with the highest standards prevailing in the trades. All of the successful bidder's employees shall be especially skilled and appropriately trained and certified for the kind of work for which they are employed. Should the successful bidder's Manager and/or Placer County staff deem anyone employed by the successful bidder incapable of completing the work required, the successful bidder shall immediately dismiss the employee from performing services on behalf of the County. Such removal shall not be considered a basis for employee's claim for compensation or damages against the County, or any of its officers or agents.

COUNTY OF PLACER
EMERGENCY RESPONSE VEHICLE EQUIPMENT AND INSTALLATION SERVICES

SCOPE OF WORK

1.0 The successful bidder shall be regularly established in the business of routine emergency vehicle lighting and equipment installation services on a variety of patrol vehicles, light trucks, and fire trucks. Responding firms shall have staff experienced in the installation of law enforcement and fire department radios, "Code 3" emergency equipment, prisoner partitions, mounting consoles, trunk racks, cages and gun locks at a minimum.

2.0 The successful bidder shall be qualified and capable of performing equipment installation services on various types of emergency response vehicles and equipment including, but not limited to, law enforcement sedans, sport utility vehicles, trucks, undercover vehicles, trailers, off-highway vehicles, and boats, including Type I and Type II engines.

3.0 Time is of the essence in returning County vehicles to service. The successful bidder agrees that work performed under the resulting agreement shall receive top priority over other work in the successful bidder's shop. If the County determines that the workload of the successful bidder is such that timeliness is not possible in a given situation, the County reserves the right to assign the job to another vendor.

4.0 In the event that the successful bidder is unable to respond or complete the requested services within the bidder's stated turnaround time, the successful bidder shall notify the County designated contact person immediately prior to commencing work. The County at its sole discretion may elect to utilize the services of another vendor in such instances and will notify the successful bidder if such intention is to be exercised.

5.0 The successful bidder agrees that the County has the right to view any work performed on a County vehicle at the successful bidder's facility at any time, whether or not services have been completed. The successful bidder agrees that the County has the right to audit any work performed by the successful bidder.

6.0 The successful bidder warrants the goods furnished to be of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials, for a minimum period of one year from the date of delivery. Replacements and repairs under this warranty are to be made by the successful bidder at no cost and to the satisfaction of the County. Equipment installations shall be guaranteed for as long as the County owns/possesses the vehicle.

7.0 The successful bidder agrees that the County has the right to make the final determination as to whether services have been satisfactorily completed. The successful bidder shall include County staff on a walk-through of the vehicle to confirm that all equipment is installed and functioning correctly and testing the equipment prior to the County's acceptance of the work as being completed. Should any portion of the work to be done which, due to any cause, is not in accordance with the specifications or is not satisfactorily completed, it will be rejected and the successful bidder shall immediately make a satisfactory arrangement with the County before proceeding with other work. The successful bidder shall promptly correct all work rejected by the County as faulty, defective, or failing to conform to the product specifications or scope of

work defined herein, whether observed before or after substantial completion of the work and whether or not inspected, tested, repaired, fabricated, installed, or completed. The successful bidder shall bear all costs of correcting such rejected work. This provision applies during the contract term and any resulting renewal periods.

8.0 The successful bidder shall be held responsible for any breakage or loss of the County's vehicles or equipment while performing service on the County's vehicles. The successful bidder shall be responsible for restoring or replacing any equipment, vehicle, etc. so damaged to the satisfaction of the County and at the sole expense of the successful bidder. The successful bidder shall immediately report to the County any damages to the vehicle or equipment resulting from services performed under the resulting agreement.

9.0 The successful bidder, at the County's request, shall provide a field representative to meet with County personnel at least once a month to review the department's inventory levels, discuss the department's emergency lighting and equipment requirements and introduce additional products to address any County needs. The successful bidder shall also have technical staff available to conduct scheduled on-site meetings at the County's request. The successful bidder shall provide inside sales support capable of providing product specification sheets, quotations, order placement and expediting, via fax and telephone at the County's request.

PLACER COUNTY INSURANCE REQUIREMENTS

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CONTRACTOR shall save, keep, hold harmless, defend, and indemnify PLACER COUNTY from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the CONTRACTOR, any of the CONTRACTOR'S employees, or any subcontractors.

The CONTRACTOR shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

If any judgment is rendered against PLACER COUNTY for any injury, death, or damage caused by CONTRACTOR as a result of work performed or completed, pursuant to this agreement, CONTRACTOR shall, at its own expense, satisfy and discharge any judgment.

As used above, the term PLACER COUNTY means PLACER COUNTY, its officers, agents, employees, and volunteers.

2. INSURANCE:

CONTRACTOR shall file with the COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

3. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars ($1,000,000) each accident for bodily injury by accident, one million dollars ($1,000,000) policy limit for bodily injury by disease, and one million dollars ($1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to PROVIDER'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or

statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Products and completed operations;
(2) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; and
(3) Broad form property damage (including completed operations)

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract.

B. One of the following forms is required:

(1) Comprehensive General Liability;
(2) Commercial General Liability (Occurrence); or
(3) Commercial General Liability (Claims Made).

C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→One million dollars ($1,000,000) each occurrence

→Two million dollars ($2,000,000) aggregate

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

→One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage)
→One million dollars ($1,000,000) for Products Completed Operations
→Two million dollars ($2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars ($2,000,000).

E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

→One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage)
→One million dollars ($1,000,000) aggregate for Products Completed Operations
→Two million dollars ($2,000,000) General Aggregate

(2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of polices be different.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars ($1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

7. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be $25,000.

CONTRACTOR's Obligations - CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONTRACTOR shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

Certificate Holder –Placer County subscribes to a service that monitors insurance certificates for compliance with the above requirements. The Certificate Holder on insurance certificates and related documents should read as follows:

County of Placer
c/o EXIGIS LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668
Fax: 888-355-3599
Email: certificates-placer@riskworks.com

Upon initial award of a contract to your firm, Exigis will contact you with further instructions for providing insurance certificates which meet the terms of the contract. Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Exigis via fax or email as indicated above.

*****SOLE PROPRIETER LANGUAGE:**

Workers' Compensation

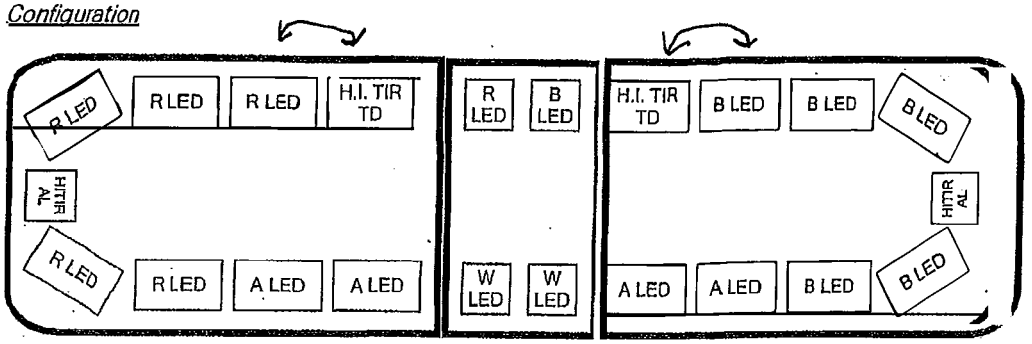
CONTRACTOR represents they have no employees and, therefore, not required to have Workers' Compensation coverage.

CONTRACTOR agrees they have no rights, entitlements or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees.

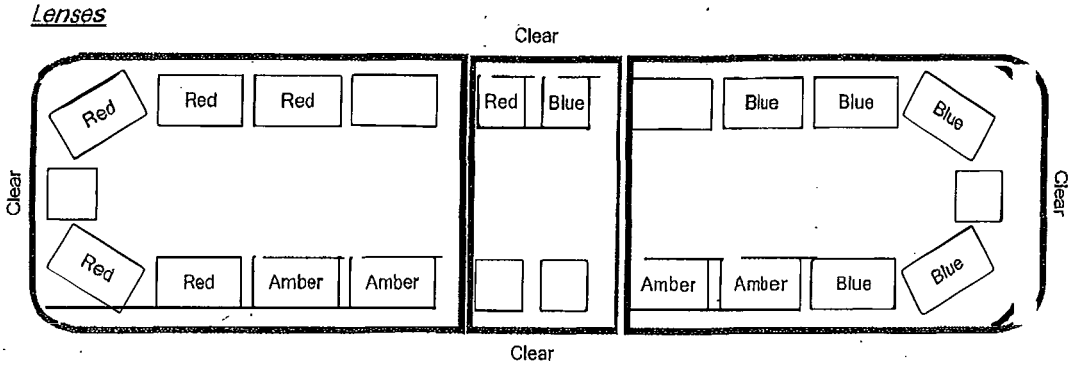
Front lightbar only:
Swap red with take down and swap blue with take down

Liberty™ II WC Light Bar Order Form/Worksheet

Configuration



Lenses



Line Items

QTY	Model #	Description
1	IW2BRBR	54" Liberty™ II WC Series
3	IWDLB	Add Solo Series Linear-LED® Flasher, 1 Long Blue
1	ITL12	Add Two Long Super-LED® Takedown Lights
1	IWDSB	Add Solo Series Linear-LED® Flasher, 1 Short Blue
1	IWDSR	Add Solo Series Linear-LED® Flasher, 1 Short Red
3	IWDLR	Add Solo Series Linear-LED® Flasher, 1 Long Red
1	IA3	Add Two Super-LED® Alley Lights
4	IWDLA	Add Solo Series Linear-LED® Flasher, 1 Long Yellow
2	ICFB	Add Color Filter ICFColor [Blue]
3	ILFB	Add Color Filter ILFColor [Blue]
1	ISFB	Add Color Filter ISFColor [Blue]
1	ISFR	Add Color Filter ISFColor [Red]
3	ILFR	Add Color Filter ILFColor [Red]
2	ICFR	Add Color Filter ICFColor [Red]
4	ILFA	Add Color Filter ILFColor [Yellow]
2	IWDSC	Add Solo Series Linear-LED® Flasher, 1 Short White

The above costs (in US Dollars) is an estimate only. Refer to the current Whelen Automotive Price List for accurate pricing!

Terms & Conditions

INVITATION FOR BIDS

GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this Invitation for Bids ("bid") by reference and attachment to the Invitation for Bids document. **Any contract award made as the result of this bid shall be governed by these General Terms and Conditions**. By submission of a bid, bidder does agree if the bid is accepted within 90 calendar days from the date of opening, to furnish to furnish the product(s) and/or service(s) pursuant to these conditions. In the event of a contract award pursuant to this bid, performance by the successful bidder of any or all of the services, or delivery of any or all of the products defined herein, shall constitute acceptance of all terms, conditions and requirements of the resulting agreement.

WARNING: It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions (see also Section 4 below), and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at: https://placer.bidsandtenders.net. Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Additionally, failure of bidder to respond to any addenda, when required, may be cause for rejection of his/her bid.

1. GENERAL. These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract by indicating a change in the special instructions to bidders or in the bid. **Any bidder accepting a contract award as the result of this bid agrees that the provisions included within this Invitation for Bid shall prevail over any conflicting provision within any standard form contract of the bidder.**

2. SUBMISSION OF BIDS. Bids shall be submitted to the Procurement Services Division either online, by using the Placer County EBid System, or in hard-copy form (see below for instructions). All bids must be submitted prior to the date and time specified in this solicitation. Bids shall be submitted by an employee who is authorized to commit his/her firm or organization to the provisions of the bid. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder.

SUBMISSION OF HARD-COPY BIDS. Bidders who wish to submit bids in hard-copy form in lieu of using the Placer County EBid System shall submit their bids to the Procurement Services Division, 2964 Richardson Drive, Auburn, California, 95603, between the hours of 8:00 am and 5:00 PM (Pacific), Monday through Friday (excluding County holidays). Hard-copy bids shall be submitted in a sealed envelope which clearly identifies the bid number, commodity, and closing date and time. Bids shall be submitted on the bid forms provided by the County, which may be downloaded from the EBid System or obtained from Procurement Services. Hard-copy bids must be signed by an authorized employee of the firm. The County shall not be responsible for bids delivered to a person/location other than that specified herein. Bids shall be in ink or typewritten and all changes and/or erasures shall be initialed and dated in ink. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder, without obliterating the original text or images contained herein.

WARNING: Late bids or unsigned bids shall not be accepted under any circumstances. Facsimile or telephone bids shall not be accepted.

3. AMENDMENTS TO THE BID. Any amendment to this bid is valid only if in writing and issued by the Placer County Procurement Services Division.

REQUESTS FOR CLARIFICATION/INFORMATION. Bidders are instructed to contact the Placer County Buyer/Contact Person(s) specifically identified in this bid for further clarification or information related to the specifications, terms, conditions, or evaluation of this bid. Information provided by other than the named contact person may be invalid, and responses which are submitted in accordance with such information may be declared non-responsive. Additionally, contacts made with other County staff in an attempt to circumvent or interfere with the County's standard bidding and evaluation practices may be grounds for disqualification of the bidder. Questions should be submitted using the Question tool on the Bids&Tenders site. Questions submitted within four (4) County working days of the bid opening date may not be answered.

4. NON-COLLUSION. The bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

5. CONFLICT OF INTEREST. Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid awarded or has been employed or retained to solicit or aid in the procuring of the resulting contract, nor will any such person be employed in the performance of such contract.

6. AWARD. The contract may be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation for Bid. In determining whether a bid is lowest and responsive, and the bidder responsible, the following may be considered by the County: a) Ability to perform the service required within the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts; d) Previous compliance with laws, as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; i) The resale value and life cycle costs of the items; j) Such other information as identified in the Purchasing Policy Manual having bearing on the decision to make the award. The award analysis will also include consideration for Local Vendor Preference (per Section 18 below) and any prompt pay discounts offered by the bidder (per Section 19 below). The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The County also reserves the right to reject the bid of a bidder who has previously failed to perform properly. The County may award bids by line item, category, or on an all-or-none basis.

7. MERCHANTABILITY. There shall be an implied warranty of merchantability and fitness for an intended use. Any bid submittals taking exception to this requirement may, at the County's option, be considered non-responsive.

8. SAMPLES. Samples of items, when required, must be furnished free of expense to Placer County and if not destroyed by tests will, upon request, be returned at bidder's expense. Samples of selected items may be retained for comparison.

9. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS. Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are intended only to identify the quality level desired. They are not intended to limit competition. The bidder may offer any equivalent product, which meets or exceeds the specifications. If bids are based on equivalent products, the bids must: 1) Indicate on the bid form the alternate manufacturer's name and catalog number; 2) Include complete descriptive literature and/or specifications; 3) Include proof that the proposed equivalent shall meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable. If bidder fails to name a substitute, goods identical to the bid standard must be furnished.

10. INSURANCE AND INDEMNIFICATION. The awarded bidder may be required to provide proof of liability, automobile, and/or workers compensation insurance. If required, the minimum coverage requirements will be identified in the bidding documents. All costs of complying with the insurance requirements shall be included in your pricing. The selected firm shall provide complete and valid insurance certificates within ten (10) days of the County's written request. Failure to provide the documents within the time stated may result in the rejection of the bid response and/or cancellation of the resulting contract or purchase order.

Unless indemnification requirements are stated otherwise in this solicitation, said requirements shall be as follows: The awarded bidder ("Contractor") hereby agrees to protect, defend, indemnify, and hold Placer County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. The Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of Placer County from liability for

damages or injuries to third persons or property arising from Contractor's performance pursuant to the resulting contract or agreement.

11. FORCE MAJEURE. If an emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this bid, deliveries may be suspended as long as needed to remove the cause or repair the damage. An emergency or natural disaster includes fire, flood, blizzard, strike, accident, consequences of foreign or domestic war, or any other cause beyond the control of the parties. The County reserves the right to acquire from other sources any products/services during any suspension of delivery.

12. TAXES. Placer County is exempt from Federal Excise Tax; an exemption certificate will be furnished upon request. Placer County is not exempt from California State sales/use taxes. All applicable State sales/use taxes will be added to the purchase order.

13. DELIVERY. All prices bid must be FOB Destination, unloaded inside and assembled unless otherwise indicated.

14. FIXED CONTRACT QUANTITIES. Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents.

15. OPEN-END CONTRACT. No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities/bid ratio or discounts from manufacturer's list price may be used for bid comparison. The County reserves the right to: issue purchase orders as and when required; or issue a contract for individual agencies or multiple County agencies; or any combination of the preceding. No delivery shall be made without a written order by the County, unless otherwise specifically provided for in the contract. If in a subsequent year the vendor offers to supply his goods and service for the same bid price, or in the event the supplier is willing to negotiate to the satisfaction of Placer County any justifiable price increase prior to the succeeding year's contract renewal and if the service provided by the supplier was to the satisfaction of the County, the County of Placer reserves the right to extend the period of the resulting contract on a year-to-year basis. Alternatively, the bid solicitation may set forth specific renewal terms. Bidder certifies that prices charged to the County for non-listed commodities or no-fixed price items are equal to or less than those charged the bidder's most favored customer for comparable quantities under similar terms and conditions.

16. TERMINATION OF CONTRACT. In the event of a material breach of the contractual obligations by the Contractor, the County may terminate the contract. At its sole discretion, the County may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at minimum the contractor must provide the county within 10 working days from notification a written plan detailing how the contractor intends to cure the breach. If the contractor fails to cure the breach or if circumstances demand immediate action, the County will issue a notice of immediate termination. Supplier Contracts may be terminated by the County without cause upon 30 calendar days' written notice.

17. NON-APPROPRIATION. In the event that sufficient funds are not appropriated and budgeted for the payment of goods or services described herein, the agreement shall immediately terminate on the last day of the fiscal period for which appropriations were received or other amounts were available to pay the amounts due under the agreement, without penalty or expense to the County of any kind whatsoever, except that the County will be liable for payment of any unpaid invoices for goods or services which were delivered prior to the end of the last fiscal period for which appropriations were made.

18. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT. If any item or service furnished by the vendor fails to conform to bid specifications, or to the sample submitted by the vendor with his bid (if any), or if the vendor fails to deliver the items or perform any services required by the contract in the time and manner prescribed, the County may reject the products and/or services provided. Upon rejection, the vendor must promptly reclaim and remove any rejected items without expense to the County, and shall immediately replace all such rejected items with others conforming to such specifications or samples, and/or correct the service deficiency. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of the rejected items, or have another firm provide the required service, and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual cost to the County. If the vendor breaches the contract or purchase order, any loss or damage sustained by the County in procuring items which the vendor therein agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the contract. In any legal proceeding brought to enforce the terms of the herein agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred as a result of enforcing the terms of this agreement.

19. LOCAL VENDOR PREFERENCE. A local preference credit of 5.0% for Placer County businesses will be permitted when evaluating bids for supplies, equipment, materials and services that are not part of a public project. Bidders claiming local vendor preference must submit an Affidavit of Eligibility with their bid, unless an authorized affidavit is already on file with Placer County Procurement. Preference criteria and affidavit forms are available on our website at: https://www.placer.ca.gov/1408/Local-Vendor-Preference

20. INVOICES AND PAYMENT TERMS. Invoices are to be mailed to the County department specified on the resulting purchase order or contract. All invoices must include the purchase order or contract number. Failure to comply will result in delayed payments. The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified by vendor. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term. For the purposes of bid evaluation, the County will only consider discount periods of ten (10) days or more. **LATE FEES**: In accordance with Section 926.10 of the California Government Code, Placer County may pay interest at not more than the rate of 6% per annum on invoices which are unpaid 61 or more days beyond the "beginning date" or "day zero" as defined above. In cases where this policy may conflict with other terms provided by the supplier, this provision shall prevail.

21. LEGAL REQUIREMENTS. Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of bids and disputes about bids. Lack of knowledge by any bidder about applicable law is not a defense.

22. ASSIGNMENT. Any contract awarded shall not be assignable by the vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

23. OTHER AGENCIES. The successful vendor shall agree to extend Placer County contract prices and terms to other governmental agencies. Any contract resulting from this requirement shall be executed by the successful vendor and the other agency. Placer County will not be a party to "other agency" contracts.

24. PROTEST AND APPEAL PROCESS. Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services in the manner prescribed by Section 10.0 of the Placer County Purchasing Policy. The protest shall be submitted in writing to the Director of Administrative Services within seven (7) County business days after such aggrieved person or company knows or should have known of the facts giving rise thereto.

25. RECYCLED PRODUCT PREFERENCE. A preference of 10% will be given to bids for products meeting the definition of recycled product cited in Public Contract Code Sections 22150 - 22154. In order to be granted this preference bidder shall provide statements and/or documentation as supporting evidence that the product(s) meets the definition.

26. PATENT INFRINGEMENT. Supplier shall indemnify and hold harmless County, its agents and employees, against and from any and all actions, suits, liabilities, prosecutions, penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products supplied by supplier infringes any patent, copyright, trade secret, or other property right.

27. VENDOR FINANCIAL STABILITY. If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal. In accordance with Section 3.12(g) of the Placer County Purchasing Policy Manual and paragraph 8.e. of this document, the County may use information regarding a bidder's financial responsibility when making an award determination.

The County reserves the right to take any action available if it discovers a failure to provide such information to the County, including but not limited to, a determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, in accordance with the processes defined in the Placer County Purchasing Policy Manual.

By submitting a bid/proposal in response to this solicitation, the vendor agrees that if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect and that it will provide the County any relevant information requested in order for the County to determine whether the vendor has the financial ability to meet its obligations to the County.

-- End of General Terms and Conditions --

07/25/2019

☑ I acknowledge that I have the authority to bind the Company and submit this bid on behalf of the Company. - Steve Adair, Regional Sales Manager

The Applicant declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Applicant 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

Please 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
There have not been any addenda issued for this bid.		

AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
STOMMEL INC. DBA LEHR
PURSUANT TO COUNTY OF PLACER CONTRACT NO. SCN104242

THIS Agreement ("Agreement") is made by and between the City of Pittsburg, a municipal corporation ("City") and Stommel Inc. dba Lehr, a California corporation ("Lehr") (together referred to as the "Parties") as of August 22, 2022 (the "Effective Date").

WHEREAS, County of Placer has undertaken competitive bidding process equivalent to or better than the requirements in City's Purchasing Policy and has awarded a contract to Lehr; and

WHEREAS, City seeks to "piggyback" on the County of Placer contract for Emergency Response Vehicle Supplies/Equipment and Installation Services, specifically Contract No. SCN104242 and

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

City and Lehr agree as follows:

1. **Governing Law and Venue.** The laws of the State of California shall govern this Agreement and Contract No. SCN104242 ("Contract"). In the event that either party brings any action against the other under this Agreement or the Contract, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.

2. **Workers' Compensation.** Lehr 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 Miracle in the amount required by applicable law.

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

4. **Order of Precedence.** In the event of any inconsistency between this Agreement and the Contract, the terms of this Agreement shall govern.

5. **Representations.** Lehr represents and warrants that it is bound by all terms in Contract to the City to the same extent as to the County of Placer except as set forth in this Agreement.

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

CITY OF PITTSBURG

Garrett Evans, City Manager

Attest:

Alice E. Evenson, City Clerk

Approved as to Form:

Donna Mooney, City Attorney

STROMMEL INC. DBA LEHR

Jim Strommel, 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 Authorizing Execution of Contract for Bulk Gasoline Services

MEETING DATE: September 19, 2022

EXECUTIVE SUMMARY

The City has various departments that require large quantities of fuel to carry out their responsibilities to maintain operations. Staff recommends authorizing execution of a fuel supply contract "piggybacking" on a competitive bidding process by the City of Oakland. If approved, the resolution will authorize a contract with Western States Oil of San Jose for a period of one year, with the option to extend.

FISCAL IMPACT

Funding for Bulk Gasoline Services is available in the Fleet Maintenance (611-43201-1361) and Marina Operations (550-41121-1361) Accounts. The contract amount includes $450,000 for Public Works and $600,000 for Marina Operations.

RECOMMENDATION

City Council adopt the attached Resolution to authorize execution of a contract for bulk gasoline services to Western States Oil.

BACKGROUND

The Public Works Department is responsible for the operations and maintenance of the City's vehicle and equipment fleet of predominantly gas-powered cars, trucks, and other equipment, including generators for the City's water system. The City also has responsibility for marina operations. These departments require large quantities of fuel to carry out their responsibilities, including fuel for the operation of fleet vehicles and for resale at the Marina.

Staff has previously conducted a competitive public bid process to establish the rate for purchasing bulk gasoline in the form of Cost per Gallon plus a mark-up for delivery, overhead and other costs. Vendors are required to obtain and deliver fuel supplied by the "Rack Supplier" with the lowest price currently available. Cost proposals from vendors

generally give a price that is plus or minus over the “rack” rate over the lowest available price, and the City pays the combined total per gallon.

Western States Oil has provided satisfactory services in delivering bulk gasoline services to City facilities for several years. The current contract with Western States expires on October 1, 2022.

In order to take advantage of significantly better bulk fuel pricing, staff is proposing to “piggyback” its next purchase contract from this vendor with the terms and pricing established by the City of Oakland’s Automotive Fuel in its contract with Western States Oil of San Jose for a period of one year, with the option to extend.

If adopted, the resolution would authorize the City Manager to execute a contract for bulk gasoline services at the same price obtained by the City of Oakland through a competitive bid process, for a period of one year, with an agreed-upon shipping cost difference, and allow the City to extend the contract beyond one year. There are sufficient funds in the City’s Fiscal Year 2022-23 Operating Budget to accommodate this purchase.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Staff recommends the City Council authorize the City Manager to execute a contract with Western States Oil in the amount of $1,050,000 and provides for the City to extend the contract duration beyond the first year.

ATTACHMENTS: Resolution
City of Oakland Bid and Purchase Contract Agreement
Western States – City of Pittsburg Agreement

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 Contract for Bulk Gasoline Services) RESOLUTION NO. 22-

WHEREAS, the City requires large quantities of fuel to carry out their responsibilities to maintain operations; and,

WHEREAS, City of Oakland has undertaken competitive bidding process equivalent to or better than the requirements in City's Purchasing Policy and has awarded a contract to Western States Oil, LLC as its vendor for gasoline; and

WHEREAS, Western States Oil has provided satisfactory services in delivering renewable diesel to City facilities for several years; and

WHEREAS, City seeks to "piggyback" on the City of Oakland contract for gasoline, specifically Contract No. 2019000378, with an agreed-upon shipping cost difference; and

WHEREAS, the City Council previously approved funding for diesel fuel purchases within the City Fiscal Year 2022/23 Operating Budgets for Fleet Maintenance and Marina.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute a contract with Western States Oil in the amount of $1,050,000.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of September 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
WESTERN STATES OIL, LLC
PURSUANT TO CITY OF OAKLAND CONTRACT NO. 2019000378, 3

THIS Agreement ("Agreement") is made by and between the City of Pittsburg, a municipal corporation ("City") and Western States Oil, a California limited liability company ("Western States") (together referred to as the "Parties") as of October 1, 2022 (the "Effective Date").

WHEREAS, City of Oakland has undertaken competitive bidding process equivalent to or better than the requirements in City's Purchasing Policy and has awarded a contract to Western States Oil, LLC; and

WHEREAS, City seeks to "piggyback" on the City of Oakland contract for gasoline, specifically Contract No. 2019000378, 3; and

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

NOW, THEREFORE, City and Western States agree as follows:

1. **Governing Law and Venue.** The laws of the State of California shall govern this Agreement and Contract No. 2019000378, 3 ("Contract"). In the event that either party brings any action against the other under this Agreement or the Contract, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.

2. **Workers' Compensation.** Western States 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 Miracle in the amount required by applicable law.

3. **Compliance with Applicable Laws.** Western States and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Miracle 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.

4. **Order of Precedence.** In the event of any inconsistency between this Agreement and the Contract, the terms of this Agreement shall govern.

5. **Representations.** Western States represents and warrants that it is bound by all terms in Contract to the City to the same extent as to the City of Oakland except as set

forth in this Agreement. The following subsections as set forth in the City of Oakland Contract at Section F(1) Purchase Order Terms and Conditions are hereby deleted: 14-16. Section F(2) City Policies and Requirements is hereby deleted.

6. **Compensation.** Beginning October 1, 2022, Western States agrees to receive and accept the prices shown below with an additional rate by volume to cover the haul differential as full compensation:

VENDOR INFORMATION		BIDDER # 1
Vendor Name		Western States Oil Company
Vendor Address		1790 South 10th St.
Vendor Address		San Jose, CA 95112
Contact Person		Tom Burke
Telephone		408-292-1041
Small local vendor	?	no
Oakland vendor	?	no

LINE	DESCRIPTION	QUANTITY	UNIT COST	TOTAL
1	Unleaded (87 Octane) 1,001 - 4,000 gallons	1 Gallon	$ 0.11000	$ 0.11000
2	Unleaded (87 Octane) 4,001 - 10,000+ gallons	1 Gallon	$ (0.02962)	$ (0.02962)

Differential for Haul:
Under 200 Gallons: $85 Delivery Fee plus $.55/Gallon Differential
201-500 Gallons: $.50 Haul Differential, 501-1000 Gallons: $.35 Haul Differential
1001-2000 Gallons: $.25 Haul Differential, 2001-4,000 Gallons: $.15 Haul Differential
Full Truck Loads: $.10 Haul Differential

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

CITY OF PITTSBURG

Garrett Evans, City Manager

WESTERN STATES OIL, LLC

Robin Jackson, Director of Sales

Attest:

Alice E. Evenson, City Clerk

Approved as to Form:

Donna Mooney, City Attorney

City of Oakland
1 Frank Ogawa Plaza
Oakland, CA 94612
United States

Type	**Contract Purchase Agreement**
Order	**2019000378**
Revision	**3**
Order Date	**16-JUL-2018**
Created By	**Silva, Walter**
Revision Date	**18-MAY-2022**
Current Buyer	**Levy, Sidney**

Supplier: **WESTERN STATES OIL COMPANY**
1790 SO. 10TH STREET
SAN JOSE, CA 95112
United States

Ship To: **Ship-to Line Item**
Oakland, CA 94612
United States

Bill To: **PWA FISCAL**
250 FRANK OGAWA PLAZA, SUITE 3341
Oakland, CA 94612
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	42072	**Net 30**		**Destination**		

Effective Start Date	Effective End Date	Amount Agreed (USD)
01-JUL-2018	**30-JUN-2023**	**18,750,000.00**

Confirm To/Telephone	Requester/Deliver To
LOPES, JEFF ( )	

Notes: THIS IS A TERM CONTRACT FOR AUTOMOTIVE FUEL AS NEEDED DURING THE PERIOD OF JULY 1, 2018 THROUGH JUNE 30, 2021 NOT TO EXCEED AMOUNT OF $3,750,000.00 PER YEAR FOR A TOTAL NOT TO EXCEED AMOUNT OF $11,250,000.00. RESOLUTION 87237. All prices and amounts on this order are expressed in USD

Buyer: Sidney Levy

Amount Agreed (USD) $18,750,000.00

AUTHORIZED SIGNATURE _____ DATE _____

COUNTERSIGNED (If Required) _____ DATE _____

Purchase Order Terms and Conditions:

1. This purchase order shall constitute the agreement. Changes or additional terms proposed by the seller in accepting or acknowledging this order shall not be binding unless accepted by a change order in writing by the buyer, and neither buyer's lack of objections to said terms nor the acceptance of goods shipped pursuant hereto shall constitute or be deemed an agreement by buyer to any of said terms.
2. Unless otherwise definitely specified, the unit prices stated herein do not include Sales or Use Tax.
3. No charges for transportation, containers, packing, etc. will be allowed unless so specified in this order.
4. Cost of inspection on deliveries, or offers for delivery, which do not meet specifications, will be for the account of the Contractor.
5. Contractor shall protect, defend (with counsel acceptable to City), indemnify and hold harmless City, its councilmembers, officers, employees and agents from any and all actions, causes of actions, claims, losses, expenses (including reasonable attorneys' fees and costs) or liability (collectively called "Actions")on account of damage of property or injury to or death of persons arising out of or resulting from the willful misconduct or gross negligence of Contractor, its officers, employees, subconsultants or agents. Contractor acknowledges and agrees that it has an immediate and independent obligation to defend City, its councilmembers, officers, employees and agents from any claim or Action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to Contractor by City and
continues at all times thereafter. All of Contractor's obligations under this section are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this Agreement.
6. Contractor shall maintain the types and amounts of insurance set forth in "Schedule Q", attached and incorporated herein by reference and made part of this Agreement, for the duration of this Agreement.
7. Time is of the essence in the performance of this Agreement.
8. The Contractor will not be held liable for failure or delay in the fulfillment hereunder if hindered or prevented by fires, strikes, or Acts of God beyond Contractor's reasonable control.

9. On shipments sold F.O.B. point of origin-prepay charges and add to invoice. Original copy of paid express or freight bill must be attached to invoice. Do not ship freight collect.
10 All material delivered and services rendered shall comply with City of Oakland codes, the State of California Occupational

Occupational Safety & Health Act of 1973, and all applicable amendments thereof, occupational safety and health standards and safety orders of the Occupational Safety and Health Standards Board.
11 In connection with any cash discount specified on this order, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the Accounting Department if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing of the City warrant or check.
12.This order shall not be assigned without the consent of the buyer, which shall not be unreasonably withheld.

Additional for Contractors:

1. Contractor understands and agrees that, in the performance of the work or Services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. Contractor agrees that all information disclosed by the City to Contractor shall be held in confidence and used only in performance of the Agreement. Said information includes but is not limited to: functional design specifications, code tables, and geographic files. Contractor shall exercise the same standard of care to protect such information, as a reasonably prudent contractor would use to protect its own proprietary data. All information disclosed by the Parties for the purpose of this Agreement shall be deemed as proprietary and/or confidential unless otherwise identified and shall be protected by the receiving Party in the same manner and to the same degree that it protects its own proprietary or confidential information. Each Party agrees that it will use the other Party's information only as required in the performance of this Agreement, and will not before, during, or after completion of this Agreement otherwise use said information, nor copy or reproduce the same in any form. At all times the receiving Party will recognize the disclosing Party's sole and exclusive ownership of this information, and the sole and exclusive right and jurisdiction of the disclosing Party to control and use this information. The Parties further agree that it will make no use of the described information, for either internal or external purposes, other than as is directly related to the performance of this Agreement.
For the purposes of this Agreement, "confidential information" may include, but not be limited to, items such as (i) any and all proprietary materials and information regarding technical plans; and (ii) any and all other information of whatever type and in whatever medium (including data, developments, schematics, trade secrets, and improvements), that is disclosed in any form by one Party to the other Party, as designated by that Party. The Parties to this Agreement acknowledge and agree that the System contains trade secrets and confidential data of the other Party and its licensors, and agree to take all reasonable steps to ensure that such trade secrets and proprietary data are not disclosed, duplicated, misappropriated or used in any manner not expressly permitted by the terms of this Agreement, including those taken by each Party to protect its own confidential information and those which either Party or its licensors may reasonably request from time to time. Notwithstanding the above, the Parties agree that in the event that City is required by federal, state or local law, including but not limited to Oakland Municipal Code Title 2, Chapter 2.20, to disclose information relating to this Agreement or Contractor, such disclosure shall not constitute a breach of this Section.

2. Except for incidental services, services that cumulatively or otherwise exceed Twenty Four Thousand Nine Hundred Ninety Nine Dollars and Ninety Nine Cents ($24,999.99), are subject to the Living Wage Ordinance of Chapter 2.28 of the Oakland Municipal Code and its implementing regulations. The Ordinance requires among other things, submission of the "Declaration of Compliance" attached and incorporated herein as "Schedule N" and made part of this Agreement,and, unless specific exemptions apply or a waiver is granted, that Contractor provide the following to its employees who perform services under or related to this Agreement:
a. Minimum compensation - Said employees shall be paid an initial hourly wage rate with and without health benefits as determined by the Department of Contracting and Purchasing annually. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor.
b. Health benefits - Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least $1.25 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
c. Compensated days off - Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
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d. uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year. Federal Earned Income Credit (EIC) - Contractor shall inform said employees who earn less than $12.00 per hour that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.
e. Contractor shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
g. Reporting - Within 60 days of execution of the contract, Contractor shall provide to the City a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees performing work on this contract, unless said employees refuse to consent to such disclosure. Contractor shall provide evidence of such refusal upon request. In addition, Contractor shall execute a statement of current compliance in lieu of further quarterly reporting. Failure to provide the list, disclosure refusals or statement of current compliance within 60 days of execution of the contract will result in liquidated damages of five hundred dollars ($500.00) for each day that the list or statement remains outstanding. In the event a complaint is filed, Contractor shall provide then current employee information as specified above to facilitate investigation of the complaint.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, physical handicap, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, physical handicap, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, physical handicap, sex, or national origin.
5. Contractor shall obtain and provide proof of a valid City business tax certificate, or application for such certificate. Said certificate must remain valid during the duration of this Agreement.
6. Contractor shall maintain:
(a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement; and
(b) full and complete documentation of performance related matters such as benchmarks and deliverables associated with this Agreement.

Contractor shall
(a) permit the City to have access to those records for the purpose of making an audit, examination or review of non-proprietary financial and performance data pertaining to this Agreement; and
(b) maintain such records for a period of four years following the last fiscal year during which the City paid an invoice to Contractor under this Agreement.

Additional for Consultants:
a) Disabled Access and Non-Discrimination Consultant shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing Schedule C-1 ("Declaration of Compliance with the Americans with Disabilities Act,") attached hereto and incorporated herein.
b) Local and Small Local Business Enterprise Program City of Oakland?s Local and Small Local Business Enterprise Program describes the objectives, goals and policies of the city regarding the participation of certified for profit or not for profit local or small local entities in the City?s contracts and purchasing opportunities. There is a twenty percent (20%) minimum participation requirement for all professional services contracts valued at one hundred thousand dollars ($100,000.00) or more. Compliance may be achieved at a rate of ten percent (10%) local and an additional 10% small local certified business participation. The requirement may be satisfied by a certified prime and/or sub-Consultants (s) or a small local certified business might meet the twenty percent requirement. The City of Oakland?s Office of the City Administrator, Contract Compliance & Employment Services Division must certify a business before a proposal is submitted in order to earn credit toward meeting the twenty percent requirement.
Living Wage Ordinance (LWO) This Agreement is subject to the Oakland Living Wage Ordinance which requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service Consultants (consultants) of the City and employees of City Financial Assistant Recipients (CFARs) (Ord. 12050 ? 1, 1998). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as Schedule-N and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the consultant must comply as follows:
Minimum compensation - Said employees shall be paid an initial hourly wage rate of $10.39 with health benefits or $11.95 without health benefits. Effective July 1st of each year, contractor shall pay adjusted wage rates. (As of July 1, 2008, the LWO rates will be $10.83 with health benefits and $12.45 without health benefits.)
Health benefits - Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least $1.56 per hour. Consultant shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance. .(As of July 1, 2008, the medial benefit rate will be $1.62)

Compensated days off - Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
Federal Earned Income Credit (EIC) - To inform employees that he/she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to you. Web sites include but are not limited to:(1) http://www.irs.gov for current guidelines as prescribed by the Internal Revenue Service and (2) the 2007 Earned Income Tax Outreach Kit http://www.cbpp.org/eic2008/.
Consultant shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City?s Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.

Consultant shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment.
Consultant shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. consultant shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars ($500.00) for each day that the list remains outstanding. Consultant shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
Consultant shall require sub consultants that provide services under or related to this Agreement to comply with the above Living Wage provisions.
Consultant shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Contract Compliance & Employment Services Division.

d) Equal Benefits Ordinance (EBO) This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.232.010 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City Consultants (consultants) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001) The following entities are subject to the Equal Benefits Ordinance: Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars ($25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city; and Entities which enter into a "property contract" pursuant to Section 2.32.020(D) with the City in an amount of twenty-five thousand dollars ($25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the city or (2) of real property owned by others for the city's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year. The Ordinance shall only apply to those portions of a Consultant's operations that occur (1) within the city; (2) on real property outside the city if the property is owned by the city or if the city has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the city; and (3) elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or sub Consultants. The Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as Schedule N-1 - Equal Benefits-Declaration of Nondiscrimination and documentation supporting compliance. Compliance must be verified before a contract is executed.

e) Prompt Payment Policy This contract is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06. The Ordinance requires that, unless specific exemptions apply Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount. Disputed payments are subject to investigation by the City of Oakland Liaison upon the filing of a compliant. Contractor or its subcontractors opposing payment shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If Contractor or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor progress payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims. Contractor and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention, and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment. Contractor and its subcontractors shall be required to pass on to and pay subcontractors mobilization fees within five (5) business days of being paid such fees by the City. For the purpose of posting on the City's website, Contractor and its subcontractors, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, Contractors are required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5)
business days following receipt of payment from the City, The affidavit shall provide the names and address of all subcontractors and the amount paid to each. Contractor and its subcontractors shall include the same or similar provisions as those set forth above in this section in any contract with a contractor or subcontractor that delivers goods and/or services pursuant to or in connection with a City of Oakland purchase contract.

g) City of Oakland Campaign Contribution Limits (Campaign Reform Act) This Agreement is subject to the Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations. The Act prohibits consultants that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either180 days after completion of, or termination of, contract negotiations. If this Agreement requires council approval, consultant must sign and date an Acknowledgment of Campaign Contribution Limits Form attached as Schedule-O.
h) Nuclear Free Zone Disclosure Consultant represents, pursuant to the "Nuclear Free Zone Disclosure Form" - Schedule-P that consultant is in compliance with the City of Oakland?s restrictions on doing business with service providers considered nuclear weapons makers
i) Insurance Requirement Schedule Q summarizes insurance requirements relative to this project.
j) Conflict of Interest/Confidentiality/City-Consultant Relationship Consultant shall avoid all conflicts of interest and respect its relationship with the City by maintaining confidentiality of materials deemed confidential by law. Consultant specifically agrees to the following:

Consultant shall submit information concerning the ownership, ethnicity and gender, by completing Schedule D as mentioned earlier. Schedule E ("Project Consultant Team"), is also attached and incorporated herein and made a part of this Agreement.
All affirmative action efforts of consultants are subject to tracking by the City. This information or data shall be used for statistical purposes only. All Consultants are required to provide data regarding the make-up of their sub Consultants and agents who will perform City contracts, including the race and gender of each employee and/or Consultant and his or her job title or function and the methodology used by Consultant to hire and/or contract with the individual or entity in question.
In the recruitment of sub Consultants, the City of Oakland requires all Consultants to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

In the use of such recruitment, hiring and retention of employees or sub Consultants, the City of Oakland requires all Consultants to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.
Consultant covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this RFP. Without limitation, the Consultant represents to and agrees with the City or Agency that no conflict of interest is created between providing the City or Agency services hereunder and any interest Consultant may have with respect to any other person or entity (including but not limited to any federal or state regulatory agency) which has any interest adverse or potentially adverse to the City or Agency.
Consultant further agrees that Consultant shall not, without prior written consent of the City Administrator, perform any services for any person other than the City Administrator relating to the study referred to in this RFP.
The consultant understands and agrees to successfully provide the services requested by this RFP. In addition, every communication between Consultant and the City or its special counsel shall be considered to be a confidential communication between client and lawyer (see California Evidence Code Section 952), and the confidential work product of the City Administrator, City Attorney and the City's special counsel, respectively, and therefore shall be held in strict confidence. All reports, analysis, maps, diagrams or any documents prepared or assisted in the preparation of or by the Consultant, shall be considered to be prepared pursuant to said lawyer-client relationship. All of the above mentioned documents are also considered the work product of the City Administrator and shall not be communicated to any person except as specifically authorized in writing signed by the City Administrator and City Attorney.

CITY OF OAKLAND

FILED
OFFICE OF THE CITY CLERK
OAKLAND

2018 MAY 31 PM 4:27

AGENDA REPORT

TO: Sabrina B. Landreth
City Administrator

FROM: Katano Kasaine
Director of Finance

SUBJECT: Automotive Fuel Contract

DATE: May 17, 2018

City Administrator Approval

Date: 5/31/18

RECOMMENDATION

Staff Recommends That The City Council Adopt A Resolution Authorizing The Award Of A Contract To Western States Oil Company, The Lowest Responsive And Responsible Bidder, A Non-Local Business Enterprise, For The Purchase Of Automotive Fuel, In An Amount Not-To-Exceed Three Million Seven Hundred Fifty Thousand Dollars ($3,750,000) Per Year For A Three (3) Year Term, July 1, 2018 To June 30, 2021, In Accordance With Its Bid Filed With The City Clerk On April 25, 2018 In Response To RFQ 100418 Automotive Fuel 18-928-00, And Authorizing The City Administrator To Extend The Agreement, Annually, For An Additional Two (2) Years In An Amount Not-To-Exceed Three Million Seven Hundred Fifty Thousand Dollars ($3,750,000) Per Year For A Total Not-To-Exceed Contract Amount Of Eighteen Million Seven Hundred Fifty Thousand Dollars ($18,750,000) Over A Five (5) Year Term, Without Return To City Council.

EXECUTIVE SUMMARY

Adoption of the proposed resolution will authorize the award of a contract to Western States Oil Company for the purchase of automotive fuel, in an amount not-to-exceed $3,750,000 per year for a three year term, July 1, 2018 to June 30, 2021, and authorizing the City Administrator to extend the agreement, annually, for an additional two years in an amount not-to-exceed $3,750,000 per year for a total not-to-exceed contract amount of $18,750,000 over a five year term, without return to City Council.

BACKGROUND / LEGISLATIVE HISTORY

In Fiscal Year 2017-2018 the City purchased 1,000,000 gallons of unleaded and renewable diesel fuel costing approximately $2,250,000. This amount of fuel was consumed by 28 fuel tanks and 17 emergency generators located throughout the City of Oakland.

The existing fuel contracts are set to expire at the end of the current fiscal year, which has facilitated the critical need for this contract. This requirement is necessary to avoid any disruption of City services. If these contracts expire, staff must then obtain competitive spot bids

Item: _____
Finance and Management Committee
June 12, 2018

for each week of fuel purchases, which is a time-consuming process for both staff and the Purchasing Section.

ANALYSIS AND POLICY ALTERNATIVES

On February 23, 2018, the City issued a Request for Quote (RFQ) notice in accordance with the Oakland Municipal Code (OMC) 2.04.050 – Bid procedure. The notice was advertised in the local newspaper, published on the City's website and issued through Oracle Sourcing which also includes hundreds of registered vendors. A total of 17 non-local business enterprises were identified and solicited directly. On March 12, 2018, the City conducted a pre-bid conference, where five vendors were in attendance.

On April 25, 2018, the City Clerk received bids from Western States Oil Company, a non-local business enterprise, and Pinnacle Petroleum, Inc, a non-local business enterprise. Based on the information provided in response to RFQ 100418 Automotive Fuel 18-928-00, Western States Oil Company, a non-local business enterprise was deemed to be the lowest responsive and responsible bidder.

Staff recommends that the City Council adopt a resolution authorizing the award of a contract to Western States Oil Company, the lowest responsive and responsible bidder, a non-local business enterprise for the purchase of automotive fuel, in an amount not-to-exceed $3,750,000 per year for a three year term, July 1, 2018 to June 30, 2021, and authorizing the City Administrator to extend the agreement, annually, for an additional two years in an amount not-to-exceed $3,750,000 per year for a total not-to-exceed contract amount of $18,750,000 over a five year term, without return to City Council.

FISCAL IMPACT

In Fiscal Year 2018-19 the total cost to purchase unleaded and renewable diesel fuel is projected to be approximately $2,900,000. A contingency of approximately 29 percent has been added due to the market fluctuation and volatility of fuel prices.

Proposed Contract Purchase Agreement
For Automobile Fuel

Project Fiscal Year	Cumulative Contract Amount
2019	$3,750,000
2020	$3,750,000
2021	$3,750,000
2022*	$3,750,000
2023*	$3,750,000
Grand Total:	**$18,750,000**

*Optional Extension(s)

Funding for this fuel contract is available in the (FY) 2018-2019 adopted budget, in the Equipment Services Fund 4100; Equipment Services Administration Organization 30541; Fuel 52888; Administrative Project 1000010; Fleet Management and Maintenance Program IN01. For (FY) 2019-2021, contractual financial provisions will be contingent upon the availability of funding.

PUBLIC OUTREACH / INTEREST

This report was posted on the City's website and advertised in the Oakland Tribune.

COORDINATION

The Controller's Bureau, Purchasing Section worked with OPW's Bureau of Infrastructure and Operations Equipment Services Division, the City's Budget Bureau, and the City Attorney's Office in preparation of this report.

SUSTAINABLE OPPORTUNITIES

Economic: The award of this contract will yield approximately $4,500.00 in annual business tax revenue to the City of Oakland.

Environmental: There are no environmental impact concerns associated with this report.

Social Equity: There are no social equity opportunities associated with this report.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Administrator to award a contract to Western States Oil Company, the lowest responsive and responsible bidder, a non-local business enterprise, for the purchase of automotive fuel in an amount not-to-exceed $3,750,000 per year for a three (3) year term, July 1, 2018 to June 30, 2021 and the option to extend the agreement annually for an additional two (2) years in an amount not-to-exceed $3,750,000 per year for a total not-to-exceed contract amount of $18,750,000 without returning to City Council in accordance to its bid filed with the City Clerk April 25, 2018 in response to RFQ 100418 Automotive Fuel 18-928-00.

For questions regarding this report, please contact Fred Haliburton, Purchasing Supervisor, at 510-238-6464.

Respectfully submitted,

KATANO KASAINE,
Finance Director, Finance Department

Reviewed by:
Kirsten LaCasse, Controller
Finance Department

Fred Haliburton, Purchasing Supervisor
Purchasing Section

Prepared by:
Walter Silva, Buyer
Purchasing Section

Attachments (#):
A. RFQ 100418 Award Recommendation.doc
B. RFQ 100418 Bid Recap.pdf

CITY OF OAKLAND
PURCHASING SECTION
AWARD RECOMMENDATION STATEMENT

WALTER SILVA	PURCHASING/ACQUISITION/CONTRACT: Automobile Fuel		
COUNCIL AGENDA DATE: June 12, 2018	SPECIFICATION/PROJECT NO.: RFQ 100418 Automobile Fuel 18-928-00	FUNDING SOURCE: Equipment Services Fund 4100; Equipment Services Administration Organization 30541; Fuel 52888; Administrative Project 1000010; Fleet Management and Maintenance Program IN01	BID OPENING DATE: April 25, 2018
	PREVIOUS LEGISLATION:		
	CONTRACT PERIOD: July 1, 2018 to June 30, 2021		

PURPOSE STATEMENT: To provide the City of Oakland Automobile Fuel as requested by the OPW's Bureau of Infrastructure and Operations Equipment Services Division.

ITEM NO./DESCRIPTION	PREVIOUS CONTRACT AMOUNT	ANNUAL ESTIMATED COST	PERCENT DIFFERANCE
Bosco Oil, Inc. dba Valley Oil Coompany - Automobile Fuel Golden Gate Petroleum - Automobile Fuel	$1,850,000 $1,050,000	$3,750,000	-29.31%

COMMENTARY:

RANGE OF BIDS RECEIVED

TOTAL BIDS RECEIVED/DOLLAR RANGE	BIDS WHICH MEET SPECIFICATION/DOLLAR RANGE
2 (Please reference Bid Recap)	2 (Please reference Bid Recap)

LOW BIDS NOT MEETING SPECIFICATION

VENDOR NAME/ADDRESS	REASON	RECOMMENDATIONS ON REJECTIONS

AWARD RECOMMENDED

VENDOR NAME/ADDRESS	DESCRIPTION	ESTIMATED ANNUAL AMOUNT
Western States Oil Company 1790 South 10th St. San Jose, CA 95112	Automobile Fuel	$3,750,000.00

SUBMITTED BY

APPROVED AND FORWARDED TO COUNCIL

DEPARTMENT HEAD

OFFICE OF THE CITY ADMINISTRATOR

BID CALL	TOTAL	LOWEST BID BY CATEGORY	
		LOCAL BUSINESS	NON-LOCAL
ASK	17	0	17
NO RESPONSE	15	0	15
BIDS RECEIVED	2	0	2
AWARDS RECOMMENDED	1	0	1

VENDOR INFORMATION		BIDDER # 1	BIDDER # 2
Vendor Name		Western States Oil Company	Pinnacle Petroleum, Inc.
Vendor Address		1790 South 10th St.	16651 Gemini Lane
Vendor Address		San Jose, CA 95112	Huntington Beach, CA 92647
Contact Person		Tom Burke	Liz McKinley
Telephone		408-292-1041	714-841-8977
Small local vendor	?	no	no
Oakland vendor	?	no	no

LINE	DESCRIPTION	QUANTITY	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Unleaded (87 Octane) 1,001 - 4,000 gallons	1 Gallon	$ 0.11000	$ 0.11000	$ 0.02090	$ 0.02090
2	Unleaded (87 Octane) 4,001 - 10,000+ gallons	1 Gallon	$ (0.02962)	$ (0.02962)	$ 0.01510	$ 0.01510
3	Renewable Diesel 1,001 - 4,000 gallons	1 Gallon	$ 0.03500	$ 0.03500	$ 0.75000	$ 0.75000
4	Renewable Diesel 4,001 - 10,000+ gallons	1 Gallon	$ (0.03800)	$ (0.03800)	$ 0.07210	$ 0.07210
5	Unleaded (87 Octane) up to 1,000 gallons	1 Gallon	$ 0.16000	$ 0.16000	$ 0.39600	$ 0.39600
6	Renewable Diesel 1,001 - 4,000 gallons	1 Gallon	$ 0.03500	$ 0.03500	$ 0.75000	$ 0.75000

Bid Comparison*

Description	Western States Oil Company	Pinnacle Petroleum, Inc.
Unleaded (87 Octane) up to 1,000 gallons	$54,634.77	$58,964.89
Unleaded (87 Octane) 1,001 - 4,000 gallons	$475,520.78	$461,049.02
Unleaded (87 Octane) 4,001 - 10,000+ gallons	$1,267,264.18	$1,287,545.31
Renewable Diesel 1,001 - 4,000 gallons	$324,144.31	$408,589.38
Renewable Diesel 4,001 - 10,000+ gallons	$440,257.01	$458,400.94
Total	$2,561,821.04	$2,674,549.55

*Comparison uses current bid prices at 2017 usage

Bureau of Controller
AGENCY / DEPARTMENT

FILED
OFFICE OF THE CITY CLERK
OAKLAND

2018 MAY 31 PM 4:27

Approved as to Form and Legality

City Attorney

OAKLAND CITY COUNCIL

RESOLUTION NO._____C.M.S.

Introduced by Councilmember _____

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO WESTERN STATES OIL COMPANY, THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, A NON-LOCAL BUSINESS ENTERPRISE, FOR THE PURCHASE OF AUTOMOTIVE FUEL, IN AN AMOUNT NOT-TO-EXCEED THREE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($3,750,000) PER YEAR FOR A THREE (3) YEAR TERM, JULY 1, 2018 TO JUNE 30, 2021, IN ACCORDANCE WITH ITS BID FILED WITH THE CITY CLERK ON APRIL 25, 2018 IN RESPONSE TO RFQ 100418 AUTOMOTIVE FUEL 18-928-00, AND AUTHORIZING THE CITY ADMINISTRATOR TO EXTEND THE AGREEMENT, ANNUALLY, FOR AN ADDITIONAL TWO (2) YEARS IN AN AMOUNT NOT-TO-EXCEED THREE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($3,750,000) PER YEAR FOR A TOTAL NOT-TO-EXCEED CONTRACT AMOUNT OF EIGHTEEN MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($18,750,000) OVER A FIVE (5) YEAR TERM, WITHOUT RETURN TO CITY COUNCIL,

WHEREAS, on February 23, 2018 in accordance with Oakland Municipal Code (OMC) 2.04.050 the City issued and advertised RFQ 100418 Automobile Fuel 18-928-00 to purchase fuel; and

WHEREAS, on April 25, 2018 the City Clerk received two bids in response to RFQ 100418 Automobile Fuel 18-928-00; and

WHEREAS, the bid submitted by Western States Oil Company was evaluated and deemed the lowest responsive and responsible bidder and meets all the requirements contained in RFQ 100418 Automobile Fuel 18-928-00 to purchase automobile fuel; and

WHEREAS, that all proposed contract expenditure allocations shall be expensed to the Oakland Public Works Equipment Services Fund 4100; Equipment Services Administration Organization 30541; Fuel Account 52888; Administrative Project 1000010, Fleet Management and Maintenance Program IN01; now, therefore be it

RESOLVED: That a contract be awarded to Western States Oil Company, the lowest responsive and responsible bidder, a non-local business enterprise in an amount not-to-exceed $3,750,000 per year for a three (3) year term, July 1, 2018 to June 30, 2021 in accordance with its bid filed with the City Clerk on April 25, 2018 in response to RFQ 100418 Automotive Fuel 18-928-00, and that the City Administrator is hereby authorized to extend the agreement, annually, for an additional two (2) years in an amount not-to-exceed $3,750,000 per year for a total not-to-exceed contract amount of $18,750,000 over a five year term without returning to City Council; and be it

FURTHER RESOLVED: That the City Council hereby rejects all other bids submitted in response to RFQ 100418 Automobile Fuel 18-928-00; and be it

FURTHER RESOLVED: That the contract shall be approved for form and legality by the City Attorney and copies shall be placed on file in the City Clerk's Office.

IN COUNCIL, OAKLAND, CALIFORNIA,

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, CAMPBELL WASHINGTON, GALLO, GIBSON MCELHANEY, GUILLEN, KALB, KAPLAN, AND PRESIDENT REID

NOES -

ABSENT -

ABSTENTION -

ATTEST:_____
LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing Execution of Contract for Renewable Diesel

MEETING DATE: September 19, 2022

EXECUTIVE SUMMARY

The City requires diesel fuel for vehicles and equipment to provide services to the public and to maintain operations. Staff recommends authorizing execution of a fuel supply contract "piggybacking" on a competitive bidding process by Santa Clara County. If approved, the resolution will authorize a contract with Western States Oil of San Jose for a period of one year, with the option to extend.

FISCAL IMPACT

Costs for bulk purchases of renewable diesel for Fiscal Year (FY) 2022/23 are budgeted at $115,000 for Fleet Maintenance and $320,000 for Marina operations and sales, for a total purchase contract of $435,000. There are sufficient funds in the FY 2022/23 operating budgets for Fleet Maintenance and Marina. No new funds are requested.

RECOMMENDATION

City Council adopt the attached Resolution to authorize execution of a contract for bulk renewable diesel to Western States Oil.

BACKGROUND

The Public Works Department and the Marina require large quantities of fuel (Renewable Diesel and Renewable Diesel-Red) to carry out their responsibilities.

The proposed diesel supply contract would provide fuel for the Public Works Department for refueling City vehicles and equipment; at the Marina for resale to the general public and to Marina customers; and at the City's Water Treatment Plant for stationary equipment.

Western States Oil has provided satisfactory services in delivering renewable diesel to City facilities for several years. Staff has previously conducted a competitive public bid process each year to establish the rate for purchasing renewable diesel fuel. The current contract with Western States expires on October 1, 2022.

In order to take advantage of significantly better bulk fuel pricing, staff is proposing to "piggyback" its next contract from this vendor with the terms and pricing established by the County of Santa Clara's Renewable Diesel in its contract with Western States Oil of San Jose for a period of one year, with the option to extend .

If adopted, the resolution would authorize the City Manager to execute a contract for renewable diesel at the same price obtained by the County of Santa Clara through a competitive bid process, for a period of one year, with an agreed-upon shipping cost difference, and allow the City to extend the contract beyond one year. There are sufficient funds in the City's FY 2022-23 Operating Budget to accommodate this purchase.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Staff recommends the City Council authorize the City Manager to execute a contract with Western States Oil in the amount of $435,000 and provides for the City to extend the contract duration beyond the first year.

ATTACHMENTS: Resolution
County of Santa Clara Contract with Western States Oil
County of Santa Clara Product and Price Schedule
Western States – City of Pittsburg Agreement

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

DocuSign Envelope ID: 63C0AB64-9345-40A2-A5B9-3E3BB66185F0

County of Santa Clara

Office of the County Executive
Procurement Department

150 West Tasman Drive
San Jose, CA 95131-1040
Telephone 408-491-7400 • Fax 408-491-7496

FIRST AMENDMENT TO AGREEMENT CW2239583 BY AND BETWEEN THE COUNTY OF SANTA CLARA AND WESTERN STATES OIL COMPANY

This is the First Amendment to the Agreement between the County of Santa Clara (County) and Western States Oil Company (Contractor) entered into on January 12, 2021 to provide Ultra-Low Sulfur Diesel and Renewable Diesel 4001 to 6000 Gallons and Big Tanks.

This Agreement is amended as follows effective January 12, 2021:

1. Key Provision, **AGREEMENT TITLE**, is revised to read: "Ultra-Low Sulfur Diesel and Renewable Diesel 4001 Gallons and Up and Big Tanks".

2. Key Provision, **TOTAL AGREEMENT VALUE,** is revised to read: "The total not to exceed value of this Agreement is $5,000,000 which represents an increase of $ 4,600,000 from the prior not to exceed value of $400,000.

   Contractor understands that this not to exceed value does not represent a commitment by County to Contractor."

3. Replace **Exhibit B, PRODUCT AND PRICE SCHEDULE**, with **Exhibit B-1, PRODUCT AND PRICE SCHEDULE,** attached hereto and incorporated herein by this reference. Exhibit B-1 includes Ultra-Low Sulfur Diesel and Renewable Diesel 6001 Gallons and Up.

4. Replace **Exhibit C, REQUIREMENTS AND SPECIFICATIONS**, with **Exhibit C-1, REQUIREMENTS AND SPECIFICATIONS**, attached hereto and incorporated herein by this reference. Any reference to Ultra-Low Sulfur Diesel and Renewable Diesel 4001 to 6000 Gallons is revised to Ultra-Low Sulfur Diesel and Renewable Diesel 4001 Gallons and Up.

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Board of Supervisors: Mike Wasserman,Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian
County Executive: Jeffrey V. Smith

All other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the original Agreement and this Amendment, this Amendment controls.

Prepared and administered by: Samuel Hirsch at (408) 491-7485 or samuel.hirsch@prc.sccgov.org

The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.

By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

COUNTY OF SANTA CLARA

DocuSigned by:
Teresa Cox 1/12/2021
3A5DF4E90991401...
Teresa Cox Date
Sr. Strategic Sourcing Officer

DS ck DS

Gene Clark 1/12/2021
G685F692AG71492...
Gene Clark Date
Chief Procurement Officer

CONTRACTOR

By: DocuSigned by: Bob Brown
B2C3CD0F2FBB4AF...

Print: Bob Brown

Title: Special Project Manager

Date: 1/12/2021

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:
Sara J Ponzio 1/12/2021
4B974B9E089D4D9...
Sara Ponzio Date
Deputy County Counsel

Attachments:
Exhibit B-1, Product and Price Schedule
Exhibit C-1, Requirements and Specifications

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EXHIBIT B-1

Product and Price Schedule

The County shall only be charged for goods as included and described in this Exhibit B–1 Product and Price Schedule. Any charges or fees not specifically listed in this Exhibit B-1 shall not be invoiced to the County.

A. PRICING TABLE

#	Product Description	Range of Quantity Ordered	UOM	Fixed Margin off OPIS Daily Contract Average Rack Price
1	Ultra-Low Sulfur Diesel and Renewable Diesel	4001-6000	Gallon	$-0.0050
2	Ultra-Low Sulfur Diesel and Renewable Diesel	6001 and Above	Gallon	$-0.0150
3	Ultra-Low Sulfur Diesel and Renewable Diesel Big Tank	10000	Gallon	$-0.0225

Prices are on a per gallon basis per the increments shown on the table. All prices shall be F.O.B. destination freight prepaid and allowed. All costs incidental to delivery and off-loading of fuel or coordinating fuel pick up are included in the price. Pricing does not include any State of California fees, taxes or the Cap-and-Trade for fuel California Carbon Allowance (CAR) fee that went into effect on January 1, 2015. However, the parties agree that all current California fees and taxes will be included in the final paid price per gallon for fuel purchased under the Agreement. The County and the participating agencies will not be charged for any additional fees for the amount of time it takes the Contractor to offload and transfer fuel to tanks in various locations.

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EXHIBIT C-1

Requirements and Specifications

Contractor shall provide Ultra-Low Sulfur Diesel and Renewable Diesel 4001 Gallons and Up, and Big Tanks to the County of Santa Clara in accordance with the terms and conditions of this Agreement.

The Agreement shall be used as a master agreement against which the ordering department shall issue subordinate purchase documents based on the pricing, terms, and conditions of the agreement. County does not guarantee, whether implied or in writing, to purchase any estimated quantities based on past usage, annual dollar volume, or quantity. No minimum orders are guaranteed.

A. BACKGROUND

The County of Santa Clara's Facilities and Fleet (FAF) requires Ultra-Low Sulfur Diesel and Renewable Diesel for the locations listed in the service locations in table 2.1 below.

B. OBJECTIVES

Contractor must be capable of:

1. Providing Ultra-Low Sulfur Diesel and Renewable Diesel on an as needed basis;
2. Delivering fuel to multiple County locations on an as needed basis;
3. Following all required specifications and delivery requirements throughout the term of the Agreement.
4. Responding to emergency calls; and
5. Providing reports per County requirements.

C. DEFINITIONS

1. CRPO: Contract Release Purchase Order
   Abbreviation for Contract Release Purchase Order, which is a County-issued purchase order provided to the Contractor when an order is placed for contracted services and goods.
2. CARB: California Air Resources Board

D. SPECIFICATIONS AND SUPPLIER RESPONSIBILITIES

1. Technical Specifications

1.1 All products shall conform to the State of California specifications including California Air Resources Board (CARB), American Society of Testing & Materials (ASTM), "The California Reformulated Gasoline Regulations" Title 13, California Code of Regulations Sections 2250-2273.5 latest version /sub articles, and all-inclusive amendments.

1.1.1 Regular Unleaded Gasoline

1.1.1.1 Minimum Octane Rating of 87 which shall be determined by using the R+M/2 Method

1.1.1.2 Comply with the requirements of American Society of Testing Materials (ASTM) D418151 latest version

1.1.2 CARB Specification ULSD #2

1.1.2.1 All diesel fuel sold for vehicular use in California must meet a 15 ppm maximum sulfur limit (Ultra Low) in addition to meeting all the current low aromatics CARB diesel specifications

1.1.3 CARB Specification ULSD #2 – Red

1.1.3.1 The same specifications as CARB ULSD #2 except for the red dye and dyeing process to donate usage for tax-exempt purposes

1.1.4 "Renewable hydrocarbon diesel" means a diesel fuel that is produced from nonpetroleum renewable resources but is not a mono-alkyl ester and which is registered as a motor vehicle fuel or fuel additive under 40 CFR Part 79.

1.1.4.1 The renewable diesel fuel shall conform to California Code of Regulations (CCR) Title 4, Division 9, Chapter 6, Article 5, Section 4149.

1.1.4.2 The renewable diesel fuel shall also meet the requirements of the California Code of Regulation, Title 13, Division 3, Chapter 5, Article 2, Section 2281 (sulfur content) and Section 2282 (aromatic hydrocarbon). Alternative diesel formulations must be certified by CARB. Evidence of such fact shall be available to the County of Santa Clara if requested.

1.1.4.3 The renewable diesel fuel shall meet the requirements of Low Carbon Fuel Standard (LCFS), Title 17, Division 3, Chapter 1, Subchapter 10, Article 4, Subarticle 7, of California Code of regulations (CCR), Sections 95480 through 95490 (collectively referred to as "LCFS") applies to any transportation fuel, as defined in section 95481, that is sold, supplied, or offered for sale in California, and to any person who, as a "regulated party" defined in section 95481 and specified in section 95484(a), is responsible for a transportation fuel in calendar year. LCFS regulation became effective on January 12, 2010.

1.1.4.3.1 Note: County of Santa Clara is end user and will not assume the role as a "regulated party."

1.1.4.4 The carbon intensity of the fuel shall be no more than 50 g CO2e/MJ as determined by the Low Carbon Fuel Standard (LCFS), Title 17, Division 3, Chapter 1, Subchapter 10, Article 4, Subarticle 7, of California Code of Regulations (CCR), Section 95486.

1.1.4.5 SAVE

1.1.5 Storage Life: Fuel shall not deteriorate in ordinary storage and shall not form excessive gum, resin, or deposits.

2. Service Locations

2.1 Contractor shall service the County's required distribution points/locations as listed in the table below.

#	Location	Address
1	FAF Fleet Management	2265 Junction Ave. San Jose
2	Roads East Yard	1505 Schallenberger Rd. San Jose
3	Roads West Yard	11031 Doyle Rd. San Jose
4	Roads South Yard	13550 Diessner, San Martin
5	Parks Central Yard	995 Hellyer Ave., San Jose
6	Younger Gas Station	90 W. Younger Ave., San Jose
7	James Boys Ranch	19050 Malaguerra Ave., Morgan Hill
8	Joseph D. Grant Ranch	18405 Mt. Hamilton Road., San Jose
9	Uvas Canyon Park	8515 Croy Rd., Morgan Hill
10	Vasona Lake Park	298 Garden Hill Dr., Los Gatos
11	Calero Lake	3201 McKean Rd., San Jose
12	Ed Levin Park	3100 Calaveras Road., Milpitas
13	Mt. Madonna Park	Hecker Pass Hwy, Watsonville
14	Coyote Lake	10840 Coyote Lake Rd. Gilroy
15	Sanborn-Skyline Park	16055 Sanborn Rd., Saratoga
16	Stevens Creek Park	11401 Stevens Canyon Rd., Cupertino
17	Mt. Hamilton San Antonio Valley Yard	47365 San Antonia Valley Road, Livermore

3. Fuel and Fuel Delivery Requirements

3.1 Orders and Locations

3.1.1 Fuel site deliveries will include a combination of filling tanks and direct facility of off-road equipment with specified quantities. No order shall be delivered without an order placed by the responsible County Department.

3.1.2 The County reserves the right to add locations or discontinue service to existing locations without any additional charges or change in the bid price structure. All tanks will be underground unless otherwise stated. All fuel shall be delivered to designated points unless otherwise stated.

3.1.3 The following locations take deliveries by transport:

3.1.3.1 FAF Fleet Management, 2265 Junction Ave. San Jose

3.1.3.2 Roads West Yard, 11031 Doyle Rd. San Jose

3.1.3.3 Roads South Yard 13550 Diessner, San Martin

3.1.3.4 Roads East Yard. 1505 Schallenberger Rd. San Jose

3.1.3.5 Santa Rita Fuel Station, 6175 Madigan Rd. Dublin, CA

3.1.3.6 Santa Rita Fuel Station, 6175 Madigan Rd. Dublin, CA

3.1.3.7 14200 Chapman Road, Leandro, CA 94578

3.2 If delivery vehicle is equipped with metered pumps, these pumps shall be currently certified as to accuracy by the California Department of Agriculture, Division of Weights and Measures.

3.3 If metering is not accomplished from the delivery vehicles at the time of delivery, a highway transportation receipt (H.T.R.), issued at the point where the fuel order was loaded in the delivery vehicle, shall be delivered

to the ordering Department. At minimum the H/T/R. shall show the date fuel loaded, carrier, truck numbers, quantity and type of fuel loaded, and temperature when loaded.

3.4 All deliveries shall be temperature corrected to 60 degrees Fahrenheit.

3.5 All delivery trucks shall comply with the California Environmental Protection Agency Air Resources Board approved certified Phase II Vapor Recovery Equipment Requirements. Proof of compliance will be supplied by the awarded vendor when requested by the County. There are many other smaller Back-up Power Generators that tanks do not need to meet the EVR requirements, but at times the vendor may need to service these locations too.

3.6 Delivery dates and times must be coordinated with the County end user Department. All deliveries shall be made Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. unless special delivery restrictions or instructions are required by the requested County end- user Department.

3.7 Urgent Deliveries

3.7.1 It shall be expected that vendor shall deliver any urgent fill orders placed by the County and participating agencies within twelve (12) hours of the time order is placed with no additional cost.

3.7.2 Urgent deliveries are not anticipated to occur often and shall be kept to a minimum by the end-user Department placing the order.

3.7.3 There are no minimum requirements for urgent deliveries.

3.7.4 All urgent deliveries shall occur during normal delivery hours of 8:00 a.m. to 5:00 p.m. unless special delivery instructions apply by the requesting Department.

3.8 Emergency Deliveries

3.8.1 During a state of emergency, in which a natural disaster or other type of declared emergency, County of Santa Clara is a first responder to said emergency. As a result, the County and any other participating agencies of this contract, will have a priority status on available fuel.

3.8.2 It shall be expected that vendor shall deliver any emergency fill orders placed by the County and participating agencies within four (4) hours of the time order is placed with no additional cost to the County.

3.8.3 Emergency deliveries are not anticipated to occur often and shall be kept to a minimum by the end-user Department placing the order.

3.8.4 There are no minimum requirements for emergency deliveries.

3.8.5 Emergencies deliveries shall be placed by phone from the ordering department with confirmation by electronic mail or facsimile by the same ordering Department.

3.9 Standing Time – The County will not be charged any additional fees for the time it takes the Contractor to fuel the County's off-road equipment or generator tanks.

3.10 Spillage

3.10.1 The County has a "zero" leakage standards for fuel transfer operations.

3.10.2 The Contractor shall provide equipment for and training of truck drivers to minimize the chance of spillage during connection and disconnection of hoses and during the transfer of fuel.

3.10.3 The vendor shall ensure that all equipment, tools and procedures used follow all applicable specifications and regulations governing such operations.

3.10.4 In the event of leakage or spillage, it shall be the vendor's responsibility to effect immediate containment, cleanup, and disposal and restoration activities in accordance with applicable State of California laws and regulations and subject to County's satisfaction.

3.10.5 All material associated with such clean-up shall be removed by the Contractor.

3.11 Safety Data Sheet – It is required by law that all hazardous materials must be identified and be accompanied with a "Safety Data Sheet" (SDS) at the delivery site.

3.12 Substitutions – Contractor will not be allowed to substitute any product with any other without the consent of the County end-user Department placing the order. If substitute products are delivered without approval, it will be the responsibility of the vendor to collect product at no charge or penalty to the County.

4. Electronic Transactions in Ariba Network

The County has implemented the Santa Clara County Procure-to-Pay Collaborative Commerce (SCC P2P) project in year 2015 to streamline its procurement and payment functions. The County transacts business with its suppliers electronically using the Ariba system, which includes issuing purchase orders to and receiving invoices from its suppliers. In order to do business with the County, Contractor needs to register to establish a relationship with the County on the Ariba Network. The Ariba Network is a cloud-based electronic commerce network that allows buyers and sellers of goods and services to collaborate.

Contractor will <u>not</u> be charged for their relationship and/or any transactions with the County of Santa Clara on the Ariba Network.

Contractor shall provide and maintain an Ariba-compatible catalog of all products within the scope of the contract.

5. Reports

Contractor shall be responsible for processing, discussing, and submitting reports upon request, which shall include, but not be limited to:

5.1 Spend Reports – Expenditures against the Agreement, including ability to provide total spend by the County, total spend for contracted services and products, and total spend by date.

5.2 Usage Reports – Includes but shall not be limited to the cumulative contract activity and any other analytical information as mutually agreed upon.

5.3 Upon request and as mutually agreed upon by County and Contractor, Contractor shall provide additional reports on items that are not contained in the spend or usage reports.

6. Invoicing

6.1 Invoices shall be provided to the County end user departments submitting the CRPO. Invoices shall include, but not be limited to the following information:

- **6.1.1** Fuel site location;
- **6.1.2** Date and time of transport;
- **6.1.3** Description(s) of product(s) provided;
- **6.1.4** Amount of fuel;
- **6.1.5** Total gallons and dollars by product;
- **6.1.6** Summary of fuel gallons applicable taxes;
- **6.1.7** Copy of OPIS Rack Price for the date of order/delivery
- **6.1.8** Associated CRPO numbers(s); and
- **6.1.9** Associated Agreement number.

6.2 Contractor shall correct any invoices that include incorrect or missing information. Invoices cannot be processed until invoices are correct and approved by County department.

6.3 Contractor shall not invoice the County for any fees or charges not specifically listed in the final agreement.

6.4 Credit Memos – Contractor shall issue credit memos to the County identifying any amounts due back to the County for incorrect charges (e.g. overcharges, cancellations, non-contracted products, etc.).

E. COUNTY RESPONSIBILITIES

1. County shall issue a CRPO to the Contractor for all contracted products to be ordered against this Agreement.
   - **1.1** CRPO issuance may need to be processed upon delivery of products by Contractor. For these instances, County shall issue CRPO's after delivery of products and receipt of invoice.
   - **1.2** County shall not process any invoices for payment until goods are delivered and received.

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County of Santa Clara
Office of the County Executive
Procurement Department
150 West Tasman Drive
San Jose, CA 95134
Telephone 408-491-7400 • Fax 408-491-7496

AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND WESTERN STATES OIL COMPANY FOR RENEWABLE RED DYED DIESEL 1501 GALLONS AND UP

This agreement is entered into by and between the County of Santa Clara (the County) and Western States Oil Company (Contractor or Supplier) (the Agreement), for Renewable Red Dyed Diesel 1501 Gallons and Up.

The effective date of the agreement is January 12, 2021. The parties, intended to be bound, mutually agree as follows:

KEY PROVISIONS

AGREEMENT TITLE:	Renewable Red Dyed Diesel 1501 Gallons and Up
AGREEMENT NUMBER:	CW2239581
INITIAL AWARD DATE:	January 12, 2021
AGREEMENT TERM:	January 12, 2021 through January 11, 2024, unless terminated earlier or otherwise amended with option by County to renew for two additional one-year periods
COMMODITY NAME / CODE:	Bulk Fuel / 405
AUTHORIZED USER:	Facilities and Fleet 2265 Junction Ave San Jose, CA 95131
COUNTY DEPARTMENT CONTACTS:	Dennis Brooks, Fleet Manager Facilities and Fleet (408) 468-8901; dennis.brooks@faf.sccgov.org
SUPPLIER:	Western States Oil Company 1790 South Tenth Street San Jose, CA 95112

Board of Supervisors: Mike Wasserman, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian
County Executive: Jeffrey V. Smith

SUPPLIER CONTACT:	Bob Brown, Special Projects Manager (408) 351-2328; bbrown@lubeoil.com
SUPPLIER NUMBER:	1011225
PURPOSE:	To establish a contract with Western States Oil Company for Renewable Red Dyed Diesel 1501 Gallons and Up.
TAX STATUS:	Taxable
PAYMENT TERMS:	Net 45
TOTAL AGREEMENT VALUE:	**Not to Exceed $400,000;** *Contractor understands that this Not to Exceed amount does not represent a commitment by County to Contractor.*
COUNTY CONTRACT ADMINISTRATORS:	Samuel Hirsch, Buyer II (408) 491-7485; samuel.hirsch@prc.sccgov.org Chaz Miyamoto, Buyer I (408) 491-7468; chaz.miyamoto@prc.sccgov.org
REFERENCES:	The following is incorporated and constitutes a material part of the Agreement: Exhibit A: County of Santa Clara Standard Terms and Conditions for Exhibit B: Product and Price Schedule Exhibit C: Requirements and Specifications Exhibit D: Insurance Requirements (B-2) Exhibit E: Federally Required Contract Provisions

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By signing below, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Agreement, the entity on behalf of which he/she acted, executed this Agreement.

COUNTY OF SANTA CLARA

DocuSigned by:
Teresa Cox 1/11/2021
3A5DF4E9099140...
Teresa Cox Date
Senior Strategic Sourcing Officer

DS
ck

DocuSigned by:
Cheryl Liu 1/12/2021
AC5E010A5F5E439...
Cheryl Liu Date
Director of Procurement

CONTRACTOR

DocuSigned by:
By: Bob Brown
82C3CD0F2F884AF...

Print: Bob Brown

Title: Special Project Manager

Date: 1/11/2021

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:
Sara J Ponzio
4B974B9E089D4D9...
Sara J. Ponzio
Deputy County Counsel

Date 1/11/2021

EXHIBIT A
COUNTY OF SANTA CLARA STANDARD TERMS AND CONDITIONS

DEFINITIONS

a. "County Confidential Information" shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation, written, oral or displayed), that is disclosed, directly or indirectly, through any means of communication by County, its agents or employees, to Contractor, its agents or employees, or any of its affiliates or representatives.
b. "County Data" shall mean data and information received by Contractor from County. County Data includes any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a contractor for use by County. As between Contractor and County, all County Data shall remain the property of County.
c. "Deliverables" means goods, services, software, hardware, information technology, telecommunications technology, enhancements, updates, new versions or releases, documentation, and any other items to be delivered pursuant to this Agreement, including any such items furnished incident to the provision of services.
d. "Documentation" means manuals and other printed materials (including updates and revisions) necessary or useful to the County in its use or maintenance of the Deliverables provided pursuant to this Agreement.
e. When used in this Agreement, "days" shall refer to calendar days unless stated otherwise.

1. NON-EXCLUSIVE AGREEMENT

The Agreement does not establish an exclusive contract between the County and the Contractor. The County expressly reserves rights to, without limitation, the following: the right to utilize others to provide products, support and services; the right to request proposals from others with or without requesting proposals from the Contractor; and the unrestricted right to bid any such product, support or service.

2. DELIVERABLES

Contractor agrees to provide the County all Deliverables on terms set forth in the Agreement, including all Exhibits that are attached to the Agreement and incorporated, as well as all necessary equipment and resources. However, this Agreement does not provide authority to ship Deliverables. That authority shall be established by contract release purchase orders placed by the County and sent to Contractor throughout the term of the Agreement. Each and every contract release purchase order shall incorporate all terms of this Agreement and this Agreement shall apply to same.

Any additional or different terms or qualifications sent by Contractor, including, without limitation, electronically or in mailings, attached to invoices or with any deliverables shipped, shall not become part of the contract between the parties. County's acceptance of Contractor's offer is expressly made conditional on this statement.

Contractor shall timely provide to the County, all documentation and manuals relevant to the Deliverables to be supplied, at no additional cost. Such documentation shall be delivered either in advance of the delivery of Deliverables or concurrently with the delivery of Deliverables.

Employees and agents of Contractor, shall, while on the premises of the County, comply with all rules and regulations of the premises, including, but not limited to, security requirements. If required, Contractor shall be responsible for installation, training and knowledge transfer activities in relation to the Deliverables being supplied.

All equipment shall be delivered to a County site specified in the contract release purchase order, or if not so specified therein, in the Statement of Work/Specifications.

Contractor holds itself out as an expert in the subject matter of the Agreement. Contractor represents itself as being possessed of greater knowledge and skill in this area than the average person. Accordingly, Contractor is under a duty to exercise a skill greater than that of an ordinary person, and the manner in which performance is rendered will be evaluated in light of the Contractor's superior skill. Contractor shall provide equipment and perform work in a professional manner consistent, at minimum, with industry standards.

Contractor represents that all prices, warranties, benefits and other terms being provided hereunder are fair, reasonable and commensurate with the terms otherwise being offered by Contractor to its current customers ordering comparable Deliverables and services. County does not guarantee any minimum orders.

3. NECESSARY ACTS AND FURTHER ASSURANCES

The Contractor shall at its own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

4. COUNTING DAYS

Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.

5. PRICING

Unless otherwise stated, prices shall be fixed for the term of the Agreement, including all extensions. If any product listed in this Agreement is discontinued or upgraded prior to delivery, Contractor shall extend the same pricing towards a comparable replacement which is functionally equivalent or an upgraded version.

Exhibit B of the Agreement is the basis for pricing and compensation throughout the term of the Agreement.

Notwithstanding the above, if at any time during the term of the Agreement the Contractor offers special, promotional or reduced pricing when compared with the price paid by the County, County shall benefit from that pricing, and that pricing shall apply to the County at the same time that is offered to other entities. Contractor is required, on an ongoing basis, to inform the County of any such special, promotional or reduced pricing.

6. MODIFICATION

This Agreement or any contract release purchase order may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or

modification of this Agreement contract release purchase order will be binding on County unless it is in writing and signed by the County's authorized representative.

7. TIME OF THE ESSENCE

Time is of the essence in the delivery of goods by Contractor under this Agreement and any contract release purchase order. If Contractor fails to deliver goods and/or services on time, the Contractor shall be liable for any costs incurred by the County because of Contractor's delay. For instance, County may purchase or obtain the goods and/or services elsewhere and the Contractor shall be liable for the difference between the price in the Agreement and the cost to the County; or County may terminate on grounds of material and Contractor shall be liable for County's damages.

The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract with the County.

The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

8. HAZARDOUS SUBSTANCES

If any product being offered, delivered or supplied to the County is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, the Contractor must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard.

9. SHIPPING AND RISK OF LOSS

Goods shall be packaged, marked and otherwise prepared by Contractor in suitable containers in accordance with sound commercial practices. Contractor shall include an itemized packing list with each shipment and with each individual box or package shipped to the County. The packing list shall contain, without limitation, the applicable contract release purchase order number.

Unless otherwise specified in writing, all shipments by Contractor to County will be F.O.B. point of destination. Freight or handling charges are not billable unless such charges are referenced on the order. Transportation receipts, if required by contract release purchase order, must accompany invoice. Regardless of F.O.B. point, Contractor agrees to bear all risks of loss, injury, or destruction to goods and materials ordered herein which occur prior to delivery at County's destination; and such loss, injury or destruction shall not release Contractor from any obligation hereunder.

Any shipments returned to the Contractor shall be delivered as F.O.B. shipping point.

10. INSPECTION AND RELATED RIGHTS
All goods and services are subject to inspection, testing, approval and acceptance by the County. Inspection shall be made within 60 days or a reasonable time after delivery, whichever period is longer. If the goods, services, or the tender of delivery fail in any respect to conform to the contract, the County may reject the entire tender, accept the entire tender, or, if the deliverables are commercially divisible, may, at its option, accept any commercial unit or units and reject the rest.

Contractor shall be responsible to reclaim and remove any rejected goods or items at its own expense. Should Contractor fail to reclaim or remove any rejected goods or items within a reasonable time, County shall, at its option dispose of such goods or items and require reimbursement from Contractor for any costs or expenses incurred.

In the event that the Contractor's goods are not accepted by County, the Contractor shall be liable for any costs incurred by the County because of such failure by Contractor. For instance, County may purchase or obtain the goods elsewhere and the Contractor shall be liable for the difference between the price in the Agreement and the cost to the County, and any other costs incurred; or County may terminate for cause on grounds of material breach and Contractor shall be liable for County's damages.

The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract with the County.

The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

11. ADJUSTMENT BY COUNTY
The County reserves the right to waive a variation in specification of goods or services supplied by the Contractor. Contractor may request an equitable adjustment of payments to be made by County if County requires a change in the goods or services to be delivered. Any claim by the Contractor for resulting adjustment of payment must be asserted within 30 days from the date of receipt by the Contractor of the notification of change required by County; provided however, that the County's authorized representative decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment made for goods and services supplied by Contractor. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the County's authorized representative shall have the right to prescribe the manner of disposition of such property. Nothing in this clause shall excuse performance by Contractor.

12. INVOICING
Contractor shall invoice according to Exhibit B of the Agreement. Invoices shall be sent to the County customer or department referenced in the individual contract release purchase order. Invoices for goods or services not specifically listed in the Agreement will not be approved for payment.

Invoices shall include: Contractor's complete name and remit-to address; invoice date, invoice number, and payment term; County contract number; pricing per the Agreement; applicable taxes; and total cost.
Contractor and County shall make reasonable efforts to resolve all invoicing disputes within seven (7) days.

13. PAYMENT
The County's standard payment term shall be Net forty-five (45), unless otherwise agreed to by the parties. Payment shall be due Net forty-five (45) days from the date of receipt and approval of correct and proper invoices.

Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.

14. OTHER PAYMENT PROVISIONS
Notwithstanding anything to the contrary, County shall not make payments prior to receipt of service or goods (i.e. the County will not make "advance payments"). Unless specified in writing in an individual purchase order, the County will not accept partial delivery with respect to any purchase order. Any acceptance of partial delivery shall not waive any of County's rights on an ongoing basis.

Sales tax shall be noted separately on every invoice. Items that are not subject to sales tax shall be clearly identified.

Contractor shall be responsible for payment of all state and federal taxes assessed on the compensation received under this Purchase Order and such payment shall be identified under the Contractor's federal and state identification number(s).

The County does not pay Federal Excise Taxes (F.E.T). The County will furnish an exemption certificate in lieu of paying F.E.T. Federal registration for such transactions is: County #94730482K. Contractor shall not charge County for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, unless expressly authorized by the County.

15. LATE PAYMENT CHARGES OR FEES
The Contractor acknowledges and agrees that the County will not pay late payment charges.

16. DISALLOWANCE
In the event the Contractor receives payment for goods or services, which payment is later disallowed by the County or state or federal law or regulation, the Contractor shall promptly refund the disallowed amount to the County upon notification. At County's option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

17. TERMINATION FOR CONVENIENCE
The County may terminate this Agreement or any order at any time for the convenience of the County, specifying the effective date and scope of such termination.
In no event shall the County be liable for costs incurred by the Contractor as a result of the termination or any loss of profits on the resulting order or portion thereof so terminated. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (collectively referred to as "materials") prepared by Contractor

under this Agreement contract release purchase order shall become the property of the County and shall be promptly delivered to the County. Upon receipt of such materials, County shall pay the Contractor as full compensation for performance, the unit or pro rata price for the then-accepted portion of goods and/or services. If this Agreement is terminated, neither party may nullify obligations, if any, already incurred prior to the date of termination.

Termination for Convenience may be exercised anytime by and at the sole discretion of the County.

18. TERMINATION FOR CAUSE

County may terminate this Agreement or any order, in whole or in part, for cause upon thirty (30) days written notice to Contractor. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (a) material breach of this Agreement or any contract release purchase order by Contractor, (b) violation by Contractor of any applicable laws or regulations; (c) assignment or delegation by Contractor of the rights or duties under this Agreement without the written consent of County or (d) less than perfect tender of delivery or performance by Contractor that is not in strict conformance with terms, conditions, specifications, covenants, representations, warranties or requirements in this Agreement or any order.

In the event County terminates for cause under this provision, the Contractor shall be liable for any costs incurred by the County because of Contractor's default. The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract or order with the County.

If, after notice of termination under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provision of this clause, the County has the option to make its notice of termination pursuant to the Termination for Convenience clause and the rights and obligations of the parties would be in accordance with that provision.

In lieu of terminating immediately upon contractor's default, County may, at its option, provide written notice specifying the cause for termination and allow Contractor ten (10) days (or other specified time period by the County) to cure. If, within ten (10) days (or other specified time) after the County has given the Contractor such notice, Contractor has not cured to the satisfaction of the County, or if the default cannot be reasonably cured within that time period, County may terminate this Agreement at any time thereafter. County shall determine whether Contractor's actions constitute complete or partial cure. In the event of partial cure, County may, at its option, decide whether to (a) give Contractor additional time to cure while retaining the right to immediately terminate at any point thereafter for cause; or (b) terminate immediately for cause. If this Agreement is terminated, neither party may nullify obligations, if any, already incurred prior to the date of termination.

Notwithstanding any of the above, if County determines that any action by Contractor contributes to the curtailment of an essential service or pose an immediate threat to life, health, or property, County may terminate this Agreement effective immediately without penalty or opportunity to cure upon issuing either oral or written notice to the Contractor.

19. TERMINATION FOR BANKRUPTCY

If Contractor is adjudged to be bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, the County may terminate this Agreement immediately without penalty. For the purpose of this Section,

bankruptcy shall mean the filing of a voluntary or involuntary petition of bankruptcy or similar relief from creditors; insolvency; the appointment of a trustee or receiver, or any similar occurrence reasonably indicating an imminent inability to perform substantially all the party's duties under this Agreement. If this Agreement is terminated, neither party may nullify obligations, if any, already incurred prior to the date of termination.

20. BUDGETARY CONTINGENCY
Performance and/or payment by the County pursuant to this Agreement is contingent upon the appropriation by the County of sufficient funds for Deliverables covered by this Agreement. If funding is reduced or deleted by the County for services covered by this Agreement, the County may, at its option and without penalty or liability, terminate this Agreement or offer an amendment to this Agreement indicating the reduced amount.

21. DISENTANGLEMENT
Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to ensure that there is no interruption of work required under the Agreement and no adverse impact on the supply of goods, provision of County services or the County activities. Contractor shall return to County all County assets or information in Contractor's possession.

For any software programs developed for use under the County's Agreement, Contractor shall provide a nonexclusive, nontransferable, fully-paid, perpetual, irrevocable, royalty-free worldwide license to the County, at no charge to County, to use, copy, and modify, all work or derivatives that would be needed in order to allow County to continue to perform for itself, or obtain from other providers, the services as the same might exist at the time of termination.

County shall be entitled to purchase at net book value those Contractor assets used for the provision of services to or for County, other than those assets expressly identified by the parties as not being subject to this provision. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, within sixty (60) days of the request, and after return of same, Contractor shall destroy all copies thereof not turned over to County, all at no charge to County.

22. DISPUTES
Except as otherwise provided in this Agreement, any dispute arising under this contract that is not disposed of by agreement shall be decided by the County's authorized representative or designee, who shall furnish the decision to the Contractor in writing. The decision of the County's authorized representative or designee shall be final and conclusive. The Contractor shall proceed diligently with the performance of the contract pending the County's authorized representative or designee's decision. The County's authorized representative or designee shall not be required to decide issues that are legal or beyond his or her scope of expertise.

23. ACCOUNTABILITY
Contractor will be the primary point of contact for the performance of any subcontractors and assume the responsibility of all matters relating to the purchase of goods and/or services under

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this Agreement, including payment issues. If such or similar issues arise, the Contractor must take immediate action to correct or resolve the issues.

24. NO ASSIGNMENT, DELEGATION OR SUBCONTRACTING WITHOUT PRIOR WRITTEN CONSENT

Contractor may not assign any of its rights, delegate any of its duties or subcontract any portion of its work or business under this Agreement or any contract release purchase order without the prior written consent of County. No assignment, delegation or subcontracting will release Contractor from any of its obligations or alter any of its obligations to be performed under the Agreement. Any attempted assignment, delegation or subcontracting in violation of this provision is voidable at the option of the County and constitutes material breach by Contractor. As used in this provision, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance, or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

25. MERGER AND ACQUISITION

The terms of this Agreement will survive an acquisition, merger, divestiture or other transfer of rights involving Contractor. In the event of an acquisition, merger, divestiture or other transfer of rights Contractor must ensure that the acquiring entity or the new entity is legally required to:

(1) Honor all the terms negotiated in this Agreement and any pre-acquisition or pre-merger Agreement between Contractor and the County, including but not limited to a) established pricing and fees; b) guaranteed product support until the contract term even if a new product is released; and c) no price escalation during the term of the contract.

(2) If applicable, provide the functionality of the software in a future, separate or renamed product, if the acquiring entity or the new entity reduces or replaces the functionality, or otherwise provide a substantially similar functionality of the current licensed product. The County will not be required to pay any additional license or maintenance fee to an acquiring entity in order to continue with full use, benefit, and functionality of software licensed under this Agreement until expiration or termination.

(3) Give 30-days written notice to the County following the closing of an acquisition, merger, divestiture or other transfer of right involving Contractor.

26. COMPLIANCE WITH ALL LAWS & REGULATIONS APPLICABLE TO GOODS AND/OR SERVICES PROVIDED

Contractor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the goods and/or services to be provided hereunder. Contractor's violation of this provision shall be deemed a material default by Contractor, giving County a right to terminate the contract. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 *et seq.* the Fair Packaging and Labeling Act, and the standards and regulations issued there under. Contractor agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor's failure to comply with any Regulation applicable to the goods and/or services to be provided hereunder.

27. FORCE MAJEURE

Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes

will include acts of God/nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service ("Force Majeure Event").
Each party, as applicable, shall give the other party notice of its inability to perform and reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

The party asserting a Force Majeure Event as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

The County shall reserve the right to terminate this Agreement and/or any applicable order or contract release purchase order effective immediately, upon written notice, in the event of non-performance by Contractor because of a Force Majeure Event. The County shall reserve the right to extend the agreement and time for performance at its discretion.

28. INDEPENDENT CONTRACTOR
Contractor shall supply all goods and/or perform all services pursuant to this Agreement as an independent contractor and not as an officer, agent, or employee of County. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the County and Contractor. No person performing any services and/or supplying all goods shall be considered an officer, agent, or employee of County, nor shall any such person be entitled to any benefits available or granted solely to employees of the County.

Contractor is responsible for payment to sub-contractors and must monitor, evaluate, and account for the sub-contractor(s) services and operations.

29. INSURANCE
Contractor shall maintain insurance coverage pursuant to the exhibit setting forth insurance requirements, if such exhibit is attached to the Agreement.

30. DAMAGE AND REPAIR BY CONTRACTOR
Any and all damages to County owned or leased property caused by Contractor's negligence or operations shall be repaired, replaced or reimbursed by Contractor at no charge to the County. Repairs and replacements shall be completed within seventy-two (72) hours of the incident unless the County requests or agrees to an extension or another time frame. The cleanup of all damage related to accidental or intentional release of any/all non-hazardous or hazardous material (e.g. hydraulic fluid, fuel, grease, etc.) from Contractor's vehicles or during performance shall be the responsibility of the Contractor. All materials must be cleaned up in a manner and time acceptable to County (completely and immediately to prevent potential as well as actual environmental damage). Contractor must immediately report each incident to the County's Director of Procurement or designee. Damage observed by Contractor, whether or not resulting from Contractor's operations or negligence shall be promptly reported by Contractor to County. County may, at its option, approve and/or dictate the actions that are in County's best interests.

31. LIENS, CLAIMS, ENCUMBRANCES AND TITLE
The Contractor represents and warrants that all the goods and materials ordered and delivered are free and clear of all liens, claims or encumbrances of any kind. Title to the material and supplies purchased shall pass directly from Contractor to County at the F.O.B. point, subject to the right of County to reject upon inspection.

32. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS
Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

33. INDEMNITY
Contractor shall indemnify, defend, and hold harmless the County, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

34. INTELLECTUAL PROPERTY INDEMNITY
Contractor represents and warrants for the benefit of the County and its users that it is the exclusive owner of all rights, title and interest in the product or services to be supplied.
Contractor shall, at its own expense, indemnify, defend, settle, and hold harmless the County and its employees, agents and assigns against any claim or potential claim that any good, (including software) and/or service, or County's use of any good (including software) and/or service, provided under this Agreement infringes any patent, trademark, copyright or other proprietary rights, including trade secret rights. Contractor shall pay all costs, damages and attorneys' fees that a court or other adjudicatory body awards as a result of any such claim.

35. WARRANTY
Any goods and/or services furnished under this Agreement shall be covered by the most favorable commercial warranties that Contractor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any clause in this Agreement, any applicable Uniform Commercial Code warranties, including, without limitation, Implied Warranty of Merchantability and Implied Warranty of Fitness for a Particular Purpose as well as any other express warranty.

Contractor expressly warrants that all goods supplied shall be new, suitable for the use intended, of the grade and quality specified, free from all defects in design, material and workmanship, in conformance with all samples, drawings, descriptions and specifications furnished by the County, in compliance with all applicable federal, state and local laws and regulations and free of liens, claims and encumbrances. Contractor warrants that all services shall strictly conform to the County's requirements.

Contractor shall immediately replace or repair any good not conforming to any warranty, or provide services to conform to County's requirements. If after notice, Contractor fails to repair or

replace goods, or to provide services to conform to County's requirements, Contractor shall promptly refund to County the full purchase price paid by the County. This remedy is nonexclusive of other remedies and rights that may be exercised by the County. Claims for damages may include direct damages, such as cost to repair, as well as incidental and consequential damages.

During the provision of goods and services, Contractor may not disclaim any warranty, express or implied, and any such disclaimer shall be void. Additionally, the warranties above shall not be deemed to exclude Contractor's standard warranties or other rights and warranties that the County may have or obtain.

36. COOPERATION WITH REVIEW
Contractor shall cooperate with County's periodic review of Contractor's performance.

Contractor shall make itself available onsite to review the progress of the project and Agreement, as requested by the County, upon reasonable advanced notice.

Contractor agrees to extend to the County or his/her designees and/or designated auditor of the County, the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure that the project is achieving its purpose, that all applicable County, State, and Federal regulations are met, and that adequate internal fiscal controls are maintained.

37. AUDIT RIGHTS
Pursuant to California Government Code Section 8546.7, the parties acknowledge and agree that every contract involving the expenditure of public funds in excess of $10,000 may be subject to audit by the State Auditor.

All payments made under this Agreement shall be subject to an audit at County's option, and shall be adjusted in accordance with said audit. Adjustments that are found necessary as a result of auditing may be made from current billings.

The Contractor shall be responsible for receiving, replying to, and complying with any payment adjustments set forth in any County audits. The Contractor shall pay to County the full amount determined to be due as a result of a County audit. This provision is in addition to other inspection and access rights specified in this Agreement.

38. ACCESS AND RETENTION OF RECORDS AND PROVISION OF REPORTS
Contractor shall maintain financial records adequate to show that County funds paid were used for purposes consistent with the terms of the contract between Contractor and County. Records shall be maintained during the term of the Agreement and for a period of four (4) years from its termination, or until all claims have been resolved, whichever period is longer, unless a longer period is required under any contract or applicable law.

All books, records, reports, and accounts maintained pursuant to the Agreement, or related to the Contractor's activities under the Agreement, shall be open to inspection, examination, and audit by County, federal and state regulatory agencies, and to parties whose Agreements with the County require such access. County shall have the right to obtain copies of any and all of the books and records maintained pursuant to the Agreement, upon the payment of reasonable charges for the copying of such records.

Contractor shall provide annual reports that include, at a minimum, (i) the total contract release purchase order value for the County as a whole and individual County departments, and (ii) the number of orders placed, the breakdown (by customer ID/department and County) of the quantity and dollar amount of each product and/or service ordered per year. Annual reports must be made available no later than 30 days of the contract anniversary date unless otherwise requested.

Contractor shall also provide quarterly reports to the County that show a breakdown by contract release purchase order (i) the order date (ii) ship date (iii) estimated arrival date (iv) actual arrival date (v) list of products, services and maintenance items and (vi) the number and details of problem/service calls and department name that each such call pertains to (including unresolved problems). Quarterly reports must be made available to the County in electronic format, two (2) business days after the end of each quarter unless otherwise requested.

39. ACCESS TO BOOKS AND RECORDS PURSUANT TO THE SOCIAL SECURITY ACT

Access to Books and Records: If and to the extent that, Section 1861 (v) (1) (1) of the Social Security Act (42 U.S.C. Section 1395x (v) (1) (1) is applicable, Contractor shall maintain such records and provide such information to County, to any payor which contracts with County and to applicable state and federal regulatory agencies, and shall permit such entities and agencies, at all reasonable times upon request, to access books, records and other papers relating to the Agreement hereunder, as may be required by applicable federal, state and local laws, regulations and ordinances. Contractor agrees to retain such books, records and information for a period of at least four (4) years from and after the termination of this Agreement. Furthermore, if Contractor carries out any of its duties hereunder, with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period, through a subcontract with a related organization, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement regardless of the reason for the termination.

40. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within thirty (30) feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

41. FOOD AND BEVERAGE STANDARDS

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans-fat; (4) no more than 35% of total weight from sugar and

caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided

42. DEBARMENT

Contractor represents and warrants that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, if applicable, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration.

Contractor must within thirty (30) calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b (f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

43. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

44. CONFLICT OF INTEREST; POLITICAL REFORM ACT DISCLOSURE REQUIREMENT

If applicable, Contractor shall comply with all applicable requirements governing avoidance of impermissible client conflicts; and federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 *et seq.*, the California Political Reform Act (California Government Code section 87100 *et seq.*) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California

Code of Regulations section 18700 *et seq.*). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not use any contractor or employ any person having such an interest. Contractor, including but not limited to contractor's employees, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under the Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Act are applicable to any individual providing service under the Agreement, Contractor shall, upon execution of the Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," as part of Contractor's service to the County under the Agreement. Contractor shall ensure that such individuals file Statements of Economic Interests within 30 days of commencing service under the Contract, annually by April 1, and within 30 days of their termination of service under the Contract.

45. SEVERABILITY

Should any part of this Agreement between County and the Contractor or any individual contract release purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement or any individual contract release purchase order which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

46. NON-WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by County. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether similar or not, nor will any waiver constitute a continuing waiver unless the writing signed by the County so specifies.

47. USE OF COUNTY'S NAME FOR COMMERCIAL PURPOSES

Contractor may not use the name of the County or reference any endorsement from the County in any fashion for any purpose, without the prior express written consent of the County as provided by the County's authorized representative, or designee.

48. HEADINGS AND TITLES
The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

49. HANDWRITTEN OR TYPED WORDS
Handwritten or typed words have no greater weight than printed words in the interpretation or construction of this Agreement.

50. AMBIGUITIES
Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

51. ENTIRE AGREEMENT; MERGER
This Agreement and its Exhibits and Attachments (if any) constitute the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

52. EXECUTION AND COUNTERPARTS
This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered a method described herein.

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

53. NOTICES
All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Notices shall be addressed to the individuals identified in the Key Provisions of the Agreement as the County Contract Administrator and the Supplier Contact. Each party may designate a different person and address by sending written notice to the other party, to be effective no sooner than ten (10) days after the date of the notice.

54. ACCOUNT MANAGER
Contractor must assign an Account Manager to the County upon execution of the Agreement to facilitate the contractual relationship, be fully responsible and accountable for fulfilling the County's requirements. Contractor represents and warrants that such person will ensure that the

County receives adequate pre-sales and post-sales support, problem resolution assistance and required information on a timely basis.

55. SURVIVAL
All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to survive this Agreement, will survive the termination of this Agreement.

56. GOVERNING LAW, JURISDICTION AND VENUE
This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions shall be exclusively vested in state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara and waive all venue objections.

57. THIRD PARTY BENEFICIARIES
This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties

58. AUTHORITY
Each party executing the Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Board of Supervisors, the Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the County's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

59. LIVING WAGE
Unless otherwise exempted or prohibited by law or County policy, Contractors that contract with the County to provide Direct Services, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is $100,000 or more, must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violate this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:
(1) Suspend, modify, or terminate the Direct Services Contract.
(2) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
(3) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with County Code Division B36 and the County's Living Wage Policy with respect to applicable contracts, and warrants that it will continue to comply with County Code Division B36 and the County's Living Wage Policy with respect to applicable contracts.

60. CONTRACTING PRINCIPLES
All entities that contract with the County to provide services where the contract value is $100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws: (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the Agreement; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the Agreement, except where prohibited by federal or state laws, regulations or rules.

61. CONTRACTOR TRAVEL EXPENSES
Contractor shall be solely responsible for any travel fees or out of pocket expenses.

62. INFORMATION SECURITY COMPLIANCE

A. For purposes of this section, the following Definitions will apply:

(1) "Breach" means unauthorized access to, or use of, County Data or information security networks or systems that compromises confidentiality, integrity, and/or availability those systems or County Data.

(2) "Independent Penetration Testing," or "pen testing," means the County's practice - by using an independent third party - of testing a computer system, network or web application to find security vulnerabilities that an attacker could exploit

(3) "Risk Assessment" means the process by which the County's Information Security Office ("ISO") assesses (i) the Contractor's information security program, and related aspects, by identifying, analyzing, and understanding how the Contractor will store, process and transmit County Data; and (ii) the potential impact on the County of any security risks, weaknesses and threats related to safeguarding County assets and County Data. The Risk Assessment usually includes the ISO's evaluation of documentation provided by the Contractor.

B. Contractor shall do all of the following:

(1) Maintain or improve upon its information security posture at the time of the County's initial Risk Assessment as reasonably determined by the County. Contractor shall provide written notice to the County's Information Security Office ("ISO") of any changes or deficiencies to its information security posture.

(2) Protect the confidentiality, integrity, availability of the County's data and comply with any information security requirements provided to Contractor by the ISO for the entire term of the Agreement.

(3) Follow any updated security requirements for the remaining term of the Agreement if the County re-evaluates the Risk Assessment, conducts periodic audits, and/or completes annual Independent Penetration Testing.

(4) Upon discovering any Breach that could impact the County, whether caused by

Contractor, its officers, employees, contractors or agents or others, the Contractor shall notify the ISO at o365-iso-team@sccconnect.onmicrosoft.com within 24 hours. Contractor shall also comply with all of its other obligations in this Agreement relating to breaches and potential breaches.

63. COUNTY DATA

(1) Contractor shall not acquire any ownership interest in County Data (including County Confidential Information). As between Contractor and County, all County Confidential Information and/or County Data shall remain the property of the County. Contractor shall not, without County's written permission, use or disclose County Data (including County Confidential Information) other than in the performance of its obligations under this Agreement.

(2) Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users. Upon termination or expiration of this Agreement, Contractor shall seek and follow County's direction regarding the proper disposition of County Data.

(3) Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying County by phone or in writing within 24 hours of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users. If the initial notification is by phone, Contractor shall provide a written notice within 5 days of the incident. Contractor shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality, privacy, and information security requirements of this Agreement. Should County Confidential Information and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Contractor's sole expense. Contractor shall not charge County for any expenses associated with Contractor's compliance with these obligations.

(4) Contractor shall defend, indemnify and hold County harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County.

64. ACCESS TO COMPETITIVELY BID AGREEMENTS

Where the contract award is a result of a formal competitive solicitation, Contractor may opt to permit the use of this Agreement by other political subdivisions, municipalities, tax supported agencies and non-profit entities in the United States. Such participating agencies shall make purchases in their own name, make payments directly to the Contractor and shall be liable directly to Contractor holding the County of Santa Clara harmless.

If applicable, Contractor shall be required to maintain a list of cooperative entities using this Agreement. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

65. COMPLIANCE WITH ALL LAWS AND REGULATIONS INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION

Contractor's violation of this provision shall be deemed a material default by Contractor, giving County a right to terminate the Agreement. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 *et seq.* the Fair Packaging and Labeling Act. and the standards and regulations issued there under. Contractor agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor's failure to comply with the act and any standards or regulations issued there under.

(1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

(2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

(3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local Minimum Wage, Prevailing Wage, or Living Wage laws.

(4) Definitions: For purposes of this Section, the following definitions shall apply. A "Final Judgment, Decision, Determination, or Order" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the

Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.

(5) Prior Judgments, Decisions or Orders against Contractor: By signing this Agreement, Contractor affirms that it has disclosed any final judgments, decisions, determinations, or orders that (a) were issued in the five years prior to executing this Agreement by a court or investigatory government agency and (b) found that Contractor violated an applicable wage and hour or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached agreement with the County regarding the manner in which it will satisfy – any such final judgments, decisions, determinations, or orders.

(6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Agreement: If at any time during the term of this Agreement, Contractor receives a Final Judgment, Decision, Determination, or Order rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment, Decision, Determination or Order. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment, Decision, Determination, or Order against it within 30 days of the Final Judgment, Decision, Determination, or Order becoming final or of learning of the Final Judgment, Decision, Determination, or Order, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment, Decision, Determination, or Order within 5 days of satisfying the Final Judgment, Decision, Determination, or Order. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

(7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Section, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.

(8) Pay Equity Notification: Contractor shall (1) directly provide each employee working in California and each person applying for a job in California with a written copy of any applicable pay equity Laws, or (2) electronically disseminate the text of applicable pay equity Laws to each California employee and job applicant, either directly or by posting a copy in conspicuous places available to employees and applicants. Such notification shall occur at least once during the term of this Agreement and, if this Agreement is a multi-year Agreement, at least annually thereafter.

(9) Material Breach: Failure to comply with any part of this Section shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion,

exercise any or all remedies available under this Agreement and/or at law. County may, among other things, take any or all of the following actions:
(i) Suspend or terminate any or all parts of this Agreement.
(ii) Withhold payment to Contractor until full satisfaction of a Final Judgment, Decision, Determination, or Order.
(iii) Offer Contractor an opportunity to cure the breach.

(10) Subcontractors: Contractor shall impose all of the requirements set forth in this Section on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment, Decision, Determination, or Order for violation of an applicable wage and hour Law promptly satisfies and complies with such Final Judgment, Decision, Determination, or Order.

66. LICENSE GRANT
Contractor grants to County a perpetual, non-exclusive, royalty-free, fully paid-up license to use the Software for its business activities, which includes fulfilling its mission of providing services to the public. This includes the right to use licensed software in backup, disaster recovery, and testing environments.

67. CLICK-THROUGH AGREEMENTS AND CONTRACTOR POLICIES
(1) No provisions of any shrink-wrap or any click-through agreement (or other form of "click to accept" agreement) that may routinely accompany any products or services acquired under this Agreement shall apply in place of, or serve to modify any provision of this Agreement, even if a user or authorized officer of County purports to have affirmatively accepted such shrink-wrap or click through provisions. Without limiting the foregoing, no "terms of use," "privacy policy" or other policy on Contractor's website or application (collectively, "Policies") or another website that may routinely accompany any products or services acquired under this Agreement shall apply in place of or serve to modify any provision of this Agreement.

(2) For the avoidance of doubt and without limiting the foregoing, in the event of a conflict between any such shrink-wrap, click-through provisions or Policies (irrespective of the products or services that such provisions attach to) and any term or condition of this Agreement, the relevant term or condition of this Agreement shall govern to the extent of any such conflict. Only the provisions of this Agreement as amended from time to time, and executed by the parties, shall apply to County and or authorized user.

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EXHIBIT B
Product and Price Schedule

The County shall only be charged for goods as included and described in this Exhibit B – Product and Price Schedule. Any charges or fees not specifically listed in this Exhibit B shall not be invoiced to the County.

A. PRICING TABLE

#	Product Description	Range of Quantity Ordered	UOM	Fixed Margin off OPIS Daily Contract Average Rack Price
1	Renewable Red Dyed Diesel	1501-4000	Gallon	$+0.0575
2	Renewable Red Dyed Diesel	4001-6000	Gallon	$+0.0075
3	Renewable Red Dyed Diesel	6001 and above	Gallon	$-0.0225

Prices are on a per gallon basis per the increments shown on the table. All prices shall be F.O.B. destination freight prepaid and allowed. All costs incidental to delivery and off-loading of fuel or coordinating fuel pick up are included in the price. Pricing does not include any State of California fees, taxes or the Cap-and-Trade for fuel California Carbon Allowance (CAR) fee that went into effect on January 1, 2015. However, the parties agree that all current California fees and taxes will be included in the final paid price per gallon for fuel purchased under the Agreement. The County and the participating agencies will not be charged for any additional fees for the amount of time it takes the Contractor to offload and transfer fuel to tanks in various locations.

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EXHIBIT C
Requirements and Specifications

Contractor shall provide Renewable Red Dyed Diesel 1501 Gallons and Up to the County of Santa Clara in accordance with the terms and conditions of this Agreement.

The Agreement shall be used as a master agreement against which the ordering department shall issue subordinate purchase documents based on the pricing, terms, and conditions of the agreement. County does not guarantee, whether implied or in writing, to purchase any estimated quantities based on past usage, annual dollar volume, or quantity. No minimum orders are guaranteed.

A. BACKGROUND

The County of Santa Clara's Facilities and Fleet (FAF) requires Renewable Red Dyed Diesel for the locations listed in the service locations in table 2.1 below.

B. OBJECTIVES

Contractor must be capable of:

1. Providing Renewable Red Dyed Diesel; on an as needed basis.
2. Delivering fuel to multiple County locations on an as needed basis.
3. Following all required specifications and delivery requirements throughout the term of the Agreement.
4. Responding to emergency calls; and
5. Providing reports per County requirements.

C. DEFINITIONS

1. CRPO: Contract Release Purchase Order
   Abbreviation for Contract Release Purchase Order, which is a County-issued purchase order provided to the Contractor when an order is placed for contracted services and goods.

D. SPECIFICATIONS AND SUPPLIER RESPONSIBILITIES

1. Technical Specifications

1.1 All products shall conform to the State of California specifications including California Air Resources Board (CARB), American Society of Testing & Materials (ASTM), "The California Reformulated Gasoline Regulations" Title 13, California Code of Regulations Sections 2250-2273.5 latest version /sub articles, and all-inclusive amendments.

1.1.1 Regular Unleaded Gasoline

1.1.1.1 Minimum Octane Rating of 87 which shall be determined by using the R+M/2 Method.

1.1.1.2 Comply with the requirements of American Society of Testing Materials (ASTM) D418151 latest version.

1.1.2 CARB Specification ULSD #2

1.1.2.1 All diesel fuel sold for vehicular use in California must meet a 15-ppm maximum sulfur limit (Ultra Low) in addition to meeting all the current low aromatics CARB diesel specifications

1.1.3 CARB Specification ULSD #2 – Red

1.1.3.1 The same specifications as CARB ULSD #2 except for the red dye and dyeing process to donate usage for tax-exempt purposes.

1.1.4 "Renewable hydrocarbon diesel" means a diesel fuel that is produced from nonpetroleum renewable resources but is not a mono-alkyl ester and which is registered as a motor vehicle fuel or fuel additive under 40 CFR Part 79.

1.1.4.1 The renewable diesel fuel shall conform to California Code of Regulations (CCR) Title 4, Division 9, Chapter 6, Article 5, Section 4149.

1.1.4.2 The renewable diesel fuel shall also meet the requirements of the California Code of Regulation, Title 13, Division 3, Chapter 5, Article 2, Section 2281 (sulfur content) and Section 2282 (aromatic hydrocarbon). Alternative diesel formulations must be certified by CARB. Evidence of such fact shall be available to the County of Santa Clara if requested.

1.1.4.3 The renewable diesel fuel shall meet the requirements of Low Carbon Fuel Standard (LCFS), Title 17, Division 3, Chapter 1, Subchapter 10, Article 4, Subarticle 7, of California Code of regulations (CCR), Sections 95480 through 95490 (collectively referred to as "LCFS") applies to any transportation fuel, as defined in section 95481, that is sold, supplied, or offered for sale in California, and to any person who, as a "regulated party" defined in section 95481 and specified in section 95484(a), is responsible for a transportation fuel in calendar year. LCFS regulation became effective on January 12, 2010.

1.1.4.3.1 Note: County of Santa Clara is end user and will not assume the role as a "regulated party."

1.1.4.4 The carbon intensity of the fuel shall be no more than 50 g CO2e/MJ as determined by the Low Carbon Fuel Standard (LCFS), Title 17, Division 3, Chapter 1, Subchapter 10, Article 4, Subarticle 7, of California Code of Regulations (CCR), Section 95486.

1.1.4.5 SAVE

1.1.5 Storage Life: Fuel shall not deteriorate in ordinary storage and shall not form excessive gum, resin, or deposits.

2. Service Locations

2.1 Contractor shall service the County's required distribution points/locations as listed in the table below.

#	Location	Address
1	FAF Fleet Management	2265 Junction Ave. San Jose
2	Roads East Yard	1505 Schallenberger Rd. San Jose
3	Roads West Yard	11031 Doyle Rd. San Jose
4	Roads South Yard	13550 Diessner, San Martin
5	Parks Central Yard	995 Hellyer Ave., San Jose
6	Younger Gas Station	90 W. Younger Ave., San Jose
7	James Boys Ranch	19050 Malaguerra Ave., Morgan Hill
8	Joseph D. Grant Ranch	18405 Mt. Hamilton Road., San Jose
9	Uvas Canyon Park	8515 Croy Rd., Morgan Hill
10	Vasona Lake Park	298 Garden Hill Dr., Los Gatos
11	Calero Lake	3201 McKean Rd., San Jose
12	Ed Levin Park	3100 Calaveras Road., Milpitas
13	Mt. Madonna Park	Hecker Pass Hwy, Watsonville
14	Coyote Lake	10840 Coyote Lake Rd. Gilroy
15	Sanborn-Skyline Park	16055 Sanborn Rd., Saratoga
16	Stevens Creek Park	11401 Stevens Canyon Rd., Cupertino
17	Mt. Hamilton San Antonio Valley Yard	47365 San Antonia Valley Road, Livermore

3. Fuel and Fuel Delivery Requirements

3.1 Orders and Locations

3.1.1 Fuel site deliveries will include a combination of filling tanks and direct facility of off-road equipment with specified quantities. No order shall be delivered without an order placed by the responsible County Department.

3.1.2 The County reserves the right to add locations or discontinue service to existing locations without any additional charges or change in the bid price structure. All tanks will be underground unless otherwise stated. All fuel shall be delivered to designated points unless otherwise stated.

3.1.3 The following locations take deliveries by transport:

3.1.3.1 FAF Fleet Management, 2265 Junction Ave. San Jose

3.1.3.2 Roads West Yard, 11031 Doyle Rd. San Jose

3.1.3.3 Roads South Yard 13550 Diessner, San Martin

3.1.3.4 Roads East Yard. 1505 Schallenberger Rd. San Jose

3.1.3.5 Santa Rita Fuel Station, 6175 Madigan Rd. Dublin, CA

3.1.3.6 14200 Chapman Road, Leandro, CA 94578

3.2 If delivery vehicle is equipped with metered pumps, these pumps shall be currently certified as to accuracy by the California Department of Agriculture, Division of Weights and Measures.

3.3 If metering is not accomplished from the delivery vehicles at the time of delivery, a highway transportation receipt (H.T.R.), issued at the point where the fuel order was loaded in the delivery vehicle, shall be delivered to the ordering Department. At minimum the H/T/R. shall show the date fuel loaded, carrier, truck numbers, quantity and type of fuel loaded, and temperature when loaded.

3.4 All deliveries shall be temperature corrected to 60 degrees Fahrenheit.

3.5 All delivery trucks shall comply with the California Environmental Protection Agency Air Resources Board approved certified Phase II Vapor Recovery Equipment Requirements. Proof of compliance will be supplied by the awarded vendor when requested by the County. There are many other smaller Back-up Power Generators that tanks do not need to meet the EVR requirements, but at times the vendor may need to service these locations too.

3.6 Delivery dates and times must be coordinated with the County end user Department. All deliveries shall be made Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. unless special delivery restrictions or instructions are required by the requested County end- user Department.

3.7 Urgent Deliveries

- **3.7.1** It shall be expected that vendor shall deliver any urgent fill orders placed by the County and participating agencies within twelve (12) hours of the time order is placed with no additional cost.
- **3.7.2** Urgent deliveries are not anticipated to occur often and shall be kept to a minimum by the end-user Department placing the order.
- **3.7.3** There are no minimum requirements for urgent deliveries.
- **3.7.4** All urgent deliveries shall occur during normal delivery hours of 8:00 a.m. to 5:00 p.m. unless special delivery instructions apply by the requesting Department.

3.8 Emergency Deliveries

- **3.8.1** During a state of emergency, in which a natural disaster or other type of declared emergency, County of Santa Clara is a first responder to said emergency. As a result, the County and any other participating agencies of this contract, will have a priority status on available fuel.
- **3.8.2** It shall be expected that vendor shall deliver any emergency fill orders placed by the County and participating agencies within four (4) hours of the time order is placed with no additional cost to the County.
- **3.8.3** Emergency deliveries are not anticipated to occur often and shall be kept to a minimum by the end-user Department placing the order.
- **3.8.4** There are no minimum requirements for emergency deliveries.
- **3.8.5** Emergencies deliveries shall be placed by phone from the ordering department with confirmation by electronic mail or facsimile by the same ordering Department.

3.9 Standing Time – The County will not be charged any additional fees for the time it takes the Contractor to fuel the County's off-road equipment or generator tanks.

3.10 Spillage

3.10.1 The County has a "zero" leakage standards for fuel transfer operations.

3.10.2 The Contractor shall provide equipment for and training of truck drivers to minimize the chance of spillage during connection and disconnection of hoses and during the transfer of fuel.

3.10.3 The vendor shall ensure that all equipment, tools and procedures used follow all applicable specifications and regulations governing such operations.

3.10.4 In the event of leakage or spillage, it shall be the vendor's responsibility to effect immediate containment, cleanup, and disposal and restoration activities in accordance with applicable State of California laws and regulations and subject to County's satisfaction.

3.10.5 All material associated with such clean-up shall be removed by the Contractor.

3.11 Safety Data Sheet – It is required by law that all hazardous materials must be identified and be accompanied with a "Safety Data Sheet" (SDS) at the delivery site.

3.12 Substitutions – Contractor will not be allowed to substitute any product with any other without the consent of the County end-user Department placing the order. If substitute products are delivered without approval, it will be the responsibility of the vendor to collect product at no charge or penalty to the County.

4. Electronic Transactions in Ariba Network

The County has implemented the Santa Clara County Procure-to-Pay Collaborative Commerce (SCC P2P) project in year 2015 to streamline its procurement and payment functions. The County transacts business with its suppliers electronically using the Ariba system, which includes issuing purchase orders to and receiving invoices from its suppliers. In order to do business with the County, Contractor needs to register to establish a relationship with the County on the Ariba Network. The Ariba Network is a cloud-based electronic commerce network that allows buyers and sellers of goods and services to collaborate.

Contractor will not be charged for their relationship and/or any transactions with the County of Santa Clara on the Ariba Network.

Contractor shall provide and maintain an Ariba-compatible catalog of all products within the scope of the contract.

5. **Reports**

Contractor shall be responsible for processing, discussing, and submitting reports upon request, which shall include, but not be limited to:

5.1 Spend Reports – Expenditures against the Agreement, including ability to provide total spend by the County, total spend for contracted services and products, and total spend by date.
5.2 Usage Reports – Includes but shall not be limited to the cumulative contract activity and any other analytical information as mutually agreed upon.
5.3 Upon request and as mutually agreed upon by County and Contractor, Contractor shall provide additional reports on items that are not contained in the spend or usage reports.

6. **Invoicing**

6.1 Invoices shall be provided to the County end user departments submitting the CRPO. Invoices shall include, but not be limited to the following information:
6.1.1 Fuel site location.
6.1.2 Date and time of transport.
6.1.3 Description(s) of product(s) provided.
6.1.4 Amount of fuel.
6.1.5 Total gallons and dollars by product.
6.1.6 Summary of fuel gallons applicable taxes.
6.1.7 Copy of OPIS Rack Price for the date of order/delivery.
6.1.8 Associated CRPO numbers(s); and
6.1.9 Associated Agreement number.
6.2 Contractor shall correct any invoices that include incorrect or missing information. Invoices cannot be processed until invoices are correct and approved by County department.
6.3 Contractor shall not invoice the County for any fees or charges not specifically listed in the final agreement.
6.4 Credit Memos – Contractor shall issue credit memos to the County identifying any amounts due back to the County for incorrect charges (e.g., overcharges, cancellations, non-contracted products, etc.).

E. COUNTY RESPONSIBILITIES

1. County shall issue a CRPO to the Contractor for all contracted products to be ordered against this Agreement.
1.1 CRPO issuance may need to be processed upon delivery of products by Contractor. For these instances, County shall issue CRPO's after delivery of products and receipt of invoice.

1.2 County shall not process any invoices for payment until goods are delivered and received.

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EXHIBIT D
Insurance Requirements (B-2)

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior

written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

a. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

a. Each occurrence - $1,000,000

b. General aggregate - $2,000,000

c. Products/Completed Operations aggregate - $2,000,000.

d. Personal Injury - $1,000,000

b. General liability coverage shall include:

1. Premises and Operations

2. Products/Completed.

3. Personal Injury liability

4. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

> "County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

1. Statutory California Workers' Compensation coverage including broad form all-states coverage.

2. Employer's Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.

4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for this Agreement, at the option of County.

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Exhibit E
COUNTY OF SANTA CLARA FEDERALLY REQUIRED CONTRACT PROVISIONS

The federally-required contract provisions listed below are made a part of the Contractor's Contract with the County.

The term "Contractor", as used throughout this document shall mean the contractor identified in the Contract as Contractor, Provider, Consultant, or similar term.

The term "Contract" as used throughout this Exhibit shall mean the contract or other agreement, with exhibits, into which this Exhibit is incorporated.

The term "State" as used throughout this document shall mean the State of California and include any of its departments or agencies.

These federally required contract provisions will collectively be referenced as the "FEMA Contract Terms."

The terms and conditions of the Contract and the FEMA Contract Terms should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the FEMA Contract Terms, and unless otherwise stated within the terms of this Exhibit, the FEMA Contract Terms shall govern and prevail.

A. No Obligation by the Federal Government

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

B. Access to Records

(1) Upon request, the Contractor agrees to provide the County, State, Federal Emergency Management Agency (FEMA) Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) Upon request, the Contractor agrees to provide the FEMA Administrator or the FEMA Administrator's authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County of Santa Clara and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

C. Procurement of Recovered Materials

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are United States Environmental Protection Agency-designated items unless the product cannot be acquired—

i. Competitively within a timeframe providing for compliance with the Contract performance schedule;

ii. Meeting Contract performance requirements; or

iii. At a reasonable price.

(2) Information about this requirement along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

D. Department of Homeland Security (DHS) Seal, Logo and Flags.

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

E. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

F. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

G. Equal Employment Opportunity

If the Contract is for construction work, the provisions of this Section G shall apply. During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from

extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

H. Clean Air Act and the Federal Water Pollution Control Act

The provisions of this Section H apply to contracts exceeding $150,000. Clean Air Act
(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA. Federal Water Pollution Control Act
(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

I. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of $100,000 or more shall file the certification required by the Byrd-Anti-Lobbying amendment. Each tier certifies to the tier above that it will not and has not 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. Each tier shall also 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 recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification:

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____ , certifies or affirms the truthfulness and accuracy of each statement of its certification and
disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

J. Contract Work Hours and Safety Standards Act

The provisions of this Section J apply to contracts over $100,000 that involve the employment of mechanics and laborers.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph
(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

K. Debarment and Suspension

(1) This Contract may be a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

L. Termination for Cause

If the Contract value exceeds $10,000, to the extent the Contract does not provide for termination for cause outside of this Exhibit, and in addition to any right to terminate for convenience as described in the Contract, the County may, after providing five days' written notice, terminate the Contract for the Contractor's failure to perform or observe any term, covenant, or condition of the Contract.

M. Remedies

In the event of a breach by the Contractor of any term, covenant, or condition of the Contract, the County shall have the right to pursue all available remedies at law or equity. Except as expressly provided elsewhere in this Contract, each party's rights and remedies under this Contract are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

N. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

If this Contract was awarded in a competitive procurement, Contractor engages subcontractors to perform work under the Contract, and the Contract is for $10,000 or above, Contractor shall place qualified small and minority businesses and women's business enterprises on solicitation lists used in the procurement; solicit small and minority business and women's business enterprises; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; establish delivery

schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

O. Subcontracts

To the extent applicable, the Contractor shall include the provisions of this Exhibit in all subcontracts.

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BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing Execution of Contract) RESOLUTION NO. 22-
for Renewable Diesel)

WHEREAS, the City requires diesel fuel for vehicles and equipment to provide services to the public and maintain operations; and,

WHEREAS, County of Santa Clara has undertaken competitive bidding process equivalent to or better than the requirements in City's Purchasing Policy and has awarded a contract to Western States Oil, LLC as its vendor for renewable diesel; and

WHEREAS, Western States Oil has provided satisfactory services in delivering renewable diesel to City facilities for several years; and

WHEREAS, City seeks to "piggyback" on the County of Santa Clara contract for gasoline, specifically Contract No. CW2239583, with an agreed-upon shipping cost difference; and

WHEREAS, the City Council previously approved funding for diesel fuel purchases within the City Fiscal Year 2022/23 Operating Budgets for Fleet Maintenance and Marina.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute a contract with Western States Oil in the amount of $435,000.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of September 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

EXHIBIT B
Product and Price Schedule

The County shall only be charged for goods as included and described in this Exhibit B – Product and Price Schedule. Any charges or fees not specifically listed in this Exhibit B shall not be invoiced to the County.

A. PRICING TABLE

#	Product Description RED	Range of Quantity Ordered	UOM	Fixed Margin off OPIS Daily Contract Average Rack Price
1	Renewable Red Dyed Diesel	1501-4000	Gallon	$+0.0575
2	Renewable Red Dyed Diesel	4001-6000	Gallon	$+0.0075
3	Renewable Red Dyed Diesel	6001 and above	Gallon	$-0.0225

Prices are on a per gallon basis per the increments shown on the table. All prices shall be F.O.B. destination freight prepaid and allowed. All costs incidental to delivery and off-loading of fuel or coordinating fuel pick up are included in the price. Pricing does not include any State of California fees, taxes or the Cap-and-Trade for fuel California Carbon Allowance (CAR) fee that went into effect on January 1, 2015. However, the parties agree that all current California fees and taxes will be included in the final paid price per gallon for fuel purchased under the Agreement. The County and the participating agencies will not be charged for any additional fees for the amount of time it takes the Contractor to offload and transfer fuel to tanks in various locations.

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EXHIBIT B-1

Product and Price Schedule

The County shall only be charged for goods as included and described in this Exhibit B–1 Product and Price Schedule. Any charges or fees not specifically listed in this Exhibit B-1 shall not be invoiced to the County.

A. PRICING TABLE

#	Product Description	Range of Quantity Ordered	UOM	Fixed Margin off OPIS Daily Contract Average Rack Price
1	Ultra-Low Sulfur Diesel and Renewable Diesel	4001-6000	Gallon	$-0.0050
2	Ultra-Low Sulfur Diesel and Renewable Diesel	6001 and Above	Gallon	$-0.0150
3	Ultra-Low Sulfur Diesel and Renewable Diesel Big Tank	10000	Gallon	$-0.0225

Prices are on a per gallon basis per the increments shown on the table. All prices shall be F.O.B. destination freight prepaid and allowed. All costs incidental to delivery and off-loading of fuel or coordinating fuel pick up are included in the price. Pricing does not include any State of California fees, taxes or the Cap-and-Trade for fuel California Carbon Allowance (CAR) fee that went into effect on January 1, 2015. However, the parties agree that all current California fees and taxes will be included in the final paid price per gallon for fuel purchased under the Agreement. The County and the participating agencies will not be charged for any additional fees for the amount of time it takes the Contractor to offload and transfer fuel to tanks in various locations.

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AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
WESTERN STATES OIL, LLC
PURSUANT TO COUNTY OF SANTA CLARA CONTRACT NO. CW2239583

THIS Agreement ("Agreement") is made by and between the City of Pittsburg, a municipal corporation ("City") and Western States Oil, a California limited liability company ("Western States") (together referred to as the "Parties") as of October 1, 2022 (the "Effective Date").

WHEREAS, County of Santa Clara has undertaken competitive bidding process equivalent to or better than the requirements in City's Purchasing Policy and has awarded a contract to Western States Oil, LLC; and

WHEREAS, City seeks to "piggyback" on the County of Santa Clara contract for gasoline, specifically Contract No. CW2239583; and

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

City and Western States agree as follows:

1. **Compensation.** Beginning October 1, 2022, Western States agrees to receive and accept the prices shown below with an additional $0.06427 to cover the haul differential as full compensation:

A. PRICING TABLE

#	Product Description RED	Range of Quantity Ordered	UOM	Fixed Margin off OPIS Daily Contract Average Rack Price
1	Renewable Red Dyed Diesel	1501-4000	Gallon	$+0.0575
2	Renewable Red Dyed Diesel	4001-6000	Gallon	$+0.0075
3	Renewable Red Dyed Diesel	6001 and above	Gallon	$-0.0225

A. PRICING TABLE

#	Product Description	Range of Quantity Ordered	UOM	Fixed Margin off OPIS Daily Contract Average Rack Price
1	Ultra-Low Sulfur Diesel and Renewable Diesel	4001-6000	Gallon	$-0.0050
2	Ultra-Low Sulfur Diesel and Renewable Diesel	6001 and Above	Gallon	$-0.0150
3	Ultra-Low Sulfur Diesel and Renewable Diesel Big Tank	10000	Gallon	$-0.0225

The total compensation from October 1, 2022 through September 30, 2023, shall not exceed $340,000.

2. **Term.** Article 6 of the Agreement is hereby amended to read as follows:

The work described in the Contract shall begin October 1, 2022, and shall terminate September 30, 2023, unless earlier terminated as provided in the Contract.

4. **Governing Law and Venue.** The laws of the State of California shall govern this Agreement and Contract No. CW2239583 ("Contract"). In the event that either party brings any action against the other under this Agreement or the Contract, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.

5. **Workers' Compensation.** Western States 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 Miracle in the amount required by applicable law.

6. **Compliance with Applicable Laws.** Western States and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Miracle 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. **Order of Precedence.** In the event of any inconsistency between this Agreement and the Contract, the terms of this Agreement shall govern.

8. **Representations.** Western States represents and warrants that it is bound by all terms in Contract to the City to the same extent as to the County of Santa Clara except as set forth in this Agreement.

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

CITY OF PITTSBURG

Garrett Evans, City Manager

WESTERN STATES OIL, LLC

Robin Jackson, Director of Sales

Attest:

Alice E. Evenson, City Clerk

Approved as to Form:

Donna Mooney, City Attorney

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 Funds and Awarding a Purchase Contract for a 2022 930M Wheel Loader

MEETING DATE: September 19, 2022

EXECUTIVE SUMMARY

The City maintains a fleet of vehicles and equipment necessary for operations and maintenance of the City's infrastructure, including a wheel loader that needs replacement. If approved, this resolution will allocate funds and authorize a purchase contract for a new 2022 Caterpillar 930M Wheel Loader.

FISCAL IMPACT

If approved, the resolution would authorize allocation of $287,385 from the City's Water Operations Fund ($143,692.50 from Fund 501) and Sewer Operations Fund ($143,692.50 from Fund 521) to purchase a new Wheel Loader. This is an appropriate use of these funds. No additional funds are requested.

RECOMMENDATION

City Council adopt the attached Resolution allocating $287,385 from the City's Water Operations Fund ($143,692.50 from Fund 501) and Sewer Operations Fund ($143,692.50 from Fund 521) and authorizing the City Manager to execute a purchase contract with Peterson CAT in the amount of $287,385, for purchase of a 2022 Caterpillar 930M Wheel Loader.

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.

The wheel loader being replaced is over 20 years old and has exceeded the useful life typical of this type of heavy equipment. Commonly used for both routine maintenance and emergency repairs, the wheel loader is an important piece of equipment that the City cannot do without. The cost to repair the deteriorated wheel loader, 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. Additionally, the current wheel loader is no longer compliant with California standards for equipment. A replacement wheel loader is necessary.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Staff solicited cost proposals from Peterson CAT for the replacement wheel loader. Peterson CAT is a vendor contracted with Sourcewell (formerly National Joint Powers Alliance (NJPA)). Sourcewell is a public agency service cooperative that provides opportunities for members to purchase equipment through nationally leveraged, competitively bid contracts through national solicitations. Sourcewell contracts bring considerable value and efficiencies to members through nationally leveraged contracted suppliers and access to the highest quality products and brand. Each solicitation and RFP contain language which includes all qualified customers in all fifty states. The City of Pittsburg is a member of Sourcewell and has successfully used several different Sourcewell contracts in the past.

If approved, the agreement would authorize the City to make a “piggyback” purchase from Peterson CAT for the price previously negotiated with Sourcewell 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 Peterson CAT in the amount of $287,385 for the purchase of a new 2022 930M Wheel Loader.

ATTACHMENTS: Resolution
Peterson CAT Quote
Peterson CAT Signed Agreement

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 Wheel Loader)

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

WHEREAS, the current wheel loader is no longer reliable or cost-effective; and,

WHEREAS, a replacement wheel loader 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 Peterson CAT, a California Corporation; and,

WHEREAS, Peterson CAT, is an authorized dealer for Caterpillar, Inc. and represents and warrants that it is bound by all terms and conditions of the Contract from RFP #032119; and,

WHEREAS, staff requests allocation of $287,385 from the City's Water Operations Fund ($143,692.50 from Fund 501) and Sewer Operations Fund ($143,692.50 from Fund 521) to purchase a new wheel loader; and,

WHEREAS, sufficient funds are available in the Water Operating Fund (Fund 501) and Sewer Operations Fund (Fund 521);

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby approves and authorizes the City Manager to execute a Contract in the amount of $287,385, with Peterson CAT and authorizes allocation of $143,692.50 from the City's Water Operations Fund (Fund 501) and $143,692.50 from Sewer Operations Fund (Fund 521) for the purchase of a new 2022 Caterpillar 930M Wheel Loader.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of September 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

August 19, 2022

CITY OF PITTSBURG
FINANCE DEPT - AP
65 CIVIC AVENUE
PITTSBURG
California
94565-3814

Sourcewell Contract# 032119

Attention: GREG JUSTICE

RE: Quote 206966-01

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Model: 930M Wheel Loaders

MACHINE SPECIFICATIONS

930M WHEEL LOADER	541-2671
LANE 2 - AVAILABLE FROM CLAYTON FACTORY.	
LANE 3 - AVAILABLE FROM CLAYTON FACTORY.	
Serial Number Prefix F5K.	
ENGINE	527-0422
PRODUCT LINK, CELLULAR PL641	565-0908
TIRES,20.5R25 MX XHA2 * L3	366-6880
SERIALIZED TECHNICAL MEDIA KIT	421-8926
INSTRUCTIONS, ANSI, US	430-2963
PACK, DOMESTIC TRUCK	0P-0210
KIT, JUMPER LINES,3RD FUNCTION	576-9758
CARRIAGE, FUS, FORK 60", PALLET	572-5671
LANE 3 ORDER	0P-9003
STEERING, STANDARD	333-6850
DIFFERENTIAL, OPEN REAR	333-6529
ENVIRONMENT, STANDARD	536-5320
WEATHER, STANDARD	454-0609
HYDRAULICS, 3V, CPLR READY, SL	565-0933

HYDRAULICS, STANDARD	536-5283
LINES, AUX 3RD, STD LIFT	530-1623
JUMPER LINES, AUX 3RD, FUSION	445-4725
LIGHTS, STD, LED	559-0843
LIGHTS, ROADING, LED, RH	541-3067
CAB, DELUXE	549-0451
STANDARD RADIO (12V)	372-1868
FENDERS, STANDARD	366-8148
CTWT, STANDARD, 1980LBS, 3PCS	552-4464
TOOLBOX AUX	491-7922
HYDRAULIC OIL, STANDARD	619-8443
RIDE CONTROL	430-2860
LIGHTS,WARNING,REVERSE STROBE	616-0040
SIDE MIRROR, RH	482-5167
AUTOLUBE	536-5349
QUICK COUPLER, FUSION	536-5313
PACKING, PHYTO-SANITARY WOOD	0G-8010
SHIPPING/STORAGE PROTECTION	0P-2266
CERTIFICATE OF ORIGIN, ENGLISH	0G-6022
CAMERA, REAR VIEW	377-5635
BUCKET-MP, 2.7 YD3, FUS	362-0902
SEAT, DELUXE	563-5967

SELL PRICE	$263,052.26
EXT WARRANTY	Included
NET BALANCE DUE	**$263,052.26**
SALES TAX (9.25%)	$24,332.33
AFTER TAX BALANCE	**$287,384.59**

WARRANTY

Standard Warranty:	12 Month, Unlimited Hours Standard Warranty
Extended Warranty:	930-60 MO/1500 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)

F.O.B/TERMS: Pittsburg

Accepted by_____ on _____

_____
Signature

This Quote is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jon Hamilton
Governmental Sales Representative
Peterson CAT
(925) 580-2439
JHHamilton@petersoncat.com

AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
PETERSON HOLDING COMPANY
PURSUANT TO SOURCEWELL CONTRACT FROM RFP #032119-CAT

THIS Agreement ("Agreement") is made by and between the City of Pittsburg, a municipal corporation ("City") and Peterson Holding Company, a California Corporation ("Peterson CAT") (together referred to as the "Parties") as of August 25, 2022 (the "Effective Date").

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 Caterpillar, Inc.; and

WHEREAS, City seeks to "piggyback" on a Sourcewell contract for a 930M Wheel Loader, specifically Contract from RFP #032119-CAT; and

WHEREAS, the Contract provides that additional terms and conditions or transaction documentation may be negotiated between a Sourcewell Participating Entity such as City, and the vendor; and

WHEREAS, Peterson CAT, a California Corporation, is an authorized dealer for Caterpillar, Inc. and represents and warrants that it is bound by all terms and conditions of the Contract from RFP #032119-CAT; and

WHEREAS, City seeks to add or clarify certain terms of Contract from RFP #032119-CAT.

NOW, WHEREFORE, City and Peterson CAT agree as follows:

1. **Governing Law and Venue.** The laws of the State of California shall govern this Agreement and Contract from RFP #032119-CAT ("Contract"). In the event that either party brings any action against the other under this Agreement or the Contract, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.

2. **Workers' Compensation.** Peterson CAT 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 Peterson CAT in the amount required by applicable law.

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

4. **Order of Precedence.** In the event of any inconsistency between this Agreement and the Contract, the terms of this Agreement shall govern. The terms of this Agreement and the Contract shall govern over any Purchase Order from Peterson CAT.

5. **Representations.** Peterson CAT represents and warrants that it is bound by all terms in Contract from RFP #032119 to the same extent as Caterpillar, Inc.

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

CITY OF PITTSBURG

_____
Garrett Evans, City Manager

Attest:

_____
Alice E. Evenson, City Clerk

Approved as to Form:

_____
Donna Mooney, City Attorney

Peterson Holding Company, INC.

John Wells General Manager

_____, President

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: Caterpillar Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
8.11 / page 29	Assignment of Contract	Notwithstanding the Terms of Section 8.11, Caterpillar shall be permitted to subcontract certain of its duties to Cat dealers for performance. *	Sourcewell accepts
Section Q / page 32	Provisions for non-federal entity procurements under federal awards or other awards; airport improvement program provisions	Section Q shall be deleted in its entirety. However, Caterpillar Dealers will review individual transactions that may implicate certain provisions within section Q on a case by case basis as required. *	Sourcewell accepts

*Please see page 2 of this form for comments regarding this exception request.

Proposer's Signature: Peter A Redpath **Date:** 3/13/19

Sourcewell's clarification on exceptions listed above:

LEGAL
HCP
Initials
May 3, 2019
Date

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Caterpillar Comments on Exception Requests:

Exception to 8.11

Because we rely on our dealer network to work closely with customers to execute the terms of this agreement, we want to clarify that we may subcontract these obligations to them. This is how we are operating today to the satisfaction of all involved and we intend for this strong, close, and effective relationship to continue.

Exception to Section Q

In many situations we will be willing to comply to these terms. However, it is impossible to provide a blanket acceptance as each transaction is unique. For example, the Buy American provision referenced in 8.43 will be acceptable for some products and not for others depending on the source of production. By looking at each transaction individually we can ensure careful consideration. It is our desire to earn this business and when we are able to comply we will honor the terms specific to the transaction.

Contract Award
RFP #032019

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Caterpillar Inc. Date: 3/6/19

Company Address: 100 NE Adams Street

City: Peoria State: IL Zip: 61629

CAGE Code/DUNS: 11083/944204924

Contact Person: Patty Redpath Title: Governmental Account Manager

Authorized Signature: Patrick Kearns
(Name printed or typed)

DocuSign Envelope ID: A05DDB3F-661F-4EB5-AF77-6D47E6730B71

FORM E

CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CAT

Proposer's full legal name: Caterpillar Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
C0ED2A139D0648B...
SOURCEWELL DIRECTOR OF OPERATIONS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coauette
7E42B8F817A84CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CAT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Caterpillar Inc.

Authorized Signatory's Title North America Industry Manager

VENDOR AUTHORIZED SIGNATURE

Patrick Kearns
(NAME PRINTED OR TYPED)

Executed on May 10, 2019

Sourcewell Contract # 032119-CAT

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver 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.

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

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

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

Caterpillar: Confidential Green

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Caterpillar Inc.

Address: 100 NE Adams Street

City/State/Zip: Peoria, IL 61629

Telephone Number: 309-675-1000

E-mail Address: Cat_Governmental@cat.com

Authorized Signature: Patrick K

Authorized Name (printed): Patrick Keane

Title: North America Industry Manager

Date: 3/6/19

Notarized

OFFICIAL SEAL
JODY R. MCKENZIE
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Feb 2, 2020

Subscribed and sworn to before me this 6th day of March, 20 19

Notary Public in and for the County of Peoria State of Illinois

My commission expires: February 2, 2020

Signature: Jody R McKenzie

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Caterpillar Inc.

Questionnaire completed by: Patty Redpath

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

   Our dealers accept payment from members and their terms may vary. The most common term is net 30.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

   Yes. We offer both leasing and financing options to governmental members of Sourcewell at rates **lower** than available to the general public.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

   Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members:

   1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer.
   2) The Cat dealer then accepts the PO, issues the invoice, accepts payment, and delivers the machine.
   3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claim with Caterpillar.
   4) At month end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administration fee.

   Important Note: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement/PA should be executed between the member and the Cat dealer directly.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

   Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

  Yes. Caterpillar has the most extensive warranty coverage in the industry. We cover all products, parts, and labor with fewer exclusions than our competitors. Please see **Attachment D** for details.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

  We do not impose usage restrictions. We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

  The Caterpillar warranties cover the cost of replacement parts and the labor to install them, they do not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?

  We have no restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where is it located.

- 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?

  Warranty service for on machines ordered from a Caterpillar facility is generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.

- What are your proposed exchange and return programs and policies?

  We warrant that upon delivery our products will be free from defects in material and workmanship and will operate as intended. If they are not, we will make any necessary corrections.

6) Describe any service contract options for the items included in your proposal.

We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available, and we encourage members and dealers to explore all options.

1) Equipment Protection Plans (Extended Service Coverage/Cat Insurance)

After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage:

a) Powertrain
b) Powertrain + Hydraulics

c) Powertrain + Hydraulics + Technology
d) Premier

A description of all these options is included in **Attachment E**.

Important note: The purchase price for these Extended Service Coverage plans is **lower** for governmental agencies than it is for private buyers.

2) Customer Service Agreements (CSAs)

A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs.

The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CSAs are a useful tool to manage expenses. Most CSAs are bundled at the time of purchase; however, they may be added at any time.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

We are offering the new machine and work tool product lines as set forth in this proposal. This includes nearly 200 machine choices and more than 200 types of work tools.

In addition to new machines and work tools, we are happy to offer members access to rental machines, used machines, parts, service, extended service coverage plans, CSAs, products from Cat Safety Services, sourced goods, and open market items.

We understand that each member's needs will vary, and we are proud to supply a complete solution from the industry's largest product line.

8) 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. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Our pricing model is simple. We offer a deep discount off the current machine and work tool list prices to all Sourcewell members.

We have provided base machine pricing in **Attachment F.** However, for execution of the agreement we will ask our dealers and Sourcewell members to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the agreed upon stated minimum discount to that configured List Price amount. Dealers and members should remember to factor in any expected price increases if a machine will be built to order.

Attachment G shows the discount offered for each new machine.

Additionally, we are pleased to offer a discount of 15% off all products and consulting services under the Cat Safety Services Umbrella; and 5% off our Technology Enabled Safety Solutions.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Our discount range varies between 3% and 30%. It's important to note that discount comparisons between different machines cannot be considered an apple-to-apples comparison. Caterpillar product managers have broad leeway in product pricing, and there are some significant variations on pricing strategy. For example, a discount of 10% on Product A, may be equivalent to a 20% discount on Product B. The discounts offered to Sourcewell members are better than what is widely available to non-member/private purchasers.

10) The pricing offered in this proposal is

_____a. the same as the Proposer typically offers to an individual municipality, university, or school district.

_____b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

__X__c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

Our dealers are empowered to consider purchase order volume, repeat purchases, member responsiveness, etc. They may offer members additional discounts and/or services at their discretion.

12) 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.

Sourced goods / Open Market Items are available to members from our Cat dealers. The prices for these goods or services will represent fair market value and will be determined between the member and the selling dealer. We encourage our dealers and members to use this option as it facilitates complimentary products and streamlines the procurement process.

Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in the quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and/or invoice shall be deemed sufficient.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size, others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any additional costs will be itemized separately and are not subject to the Sourcewell discount.

14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

There is no additional cost to members who choose to pick up their machine from the Cat dealer. Dealers may charge fees for delivery to the member's location.

15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the member's location.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Machines are large purchases and if there are unique member requirements our dealers will be happy to discuss on a case by case basis.

17) Please 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 Members 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.

We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance.

Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process is working well.

- To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer-facing pricing pages. Dealers integrate these numbers automatically in their quoting software.
- To ensure new machine and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy.
- After month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting.
- After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.

18) 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 RFP Section 6.29 and following for details.)

We would be pleased to offer an administration fee of 0.50% of net dealer revenue on the sales of new machines and work tools. Caterpillar will pay this fee and will not ask members or dealers to bear any additional burden.

Industry-Specific Questions

19) Describe any industry-specific quality management system certifications obtained by your organization.

Throughout the history of Caterpillar, we've produced reliable, durable products our customers have been able to count on for many years...if not decades. This reliability and durability is foundational to our brand. We measure ourselves on both defects and durability. Defects are issues that prevent a machine or any part of it from performing as intended within the first year of service. Durability is defined as the actual achieved life of a machine or component. We pride ourselves on leading the industry.

Specifically, as it relates to this question, the below list shows our current quality certificates:

03 - Thin Film Coating Center, Mossville (IL), USA - CQMS / ISO9001:2015 Certificate (Exp date: 09-Mar-2019)
05 - Caterpillar Global Machine Development - Peoria Proving Ground, Peoria (IL), USA - ISO17025:2005 (Expiry date 31-Jan-2021)
06 - Caterpillar Inc., Cast Metals Organisation, Mapleton (IL), USA - ISO9001:2015 (Expiry date 24-Apr-2021)
08 - Caterpillar Inc., - SOS Services Laboratory (Main Multi-site), Peoria, IL, USA - ISO9001:2015 (Expiry date 29-Nov-2020)
12 - Caterpillar Inc. - Matl Handling & Underground Div. (Aurora), Montgomery IL, USA ISO9001:2015 Certificate. (Exp: 23-Feb-2020)
13 - Caterpillar Inc.- Construction and Mining Equipment (HQ), Decatur (IL), USA - ISO9001:2015 Certificate. (Exp date: 26-Oct-2021)
16 - Caterpillar Inc. - East Peoria (Multi-Site - TTT), Tractor Drive, East Peoria (IL), USA - ISO9001:2015 Certificate (Exp: 30-Nov-2019)
28 - Caterpillar Brasil Limited, Campo Largo, Brasil - ISO9001:2015 (Exp date: 23-Jul-2020)
28 - Caterpillar Brasil Ltda., Piracicaba, Brasil - ISO9001:2015 Certificate (Exp date: 19-Mar-2021)
29 - Caterpillar Engine Systems Inc. (HQ), Pontiac (IL), USA - ISO9001:2015 Certificate (Exp date: 06-Aug-2019)
40 - Caterpillar Engine Systems Inc., Mossville (IL), USA - ISO9001:2015 Certificate (Exp date: 06-Aug-2019)
40 - Caterpillar Inc., Industrial Power Systems Division, Mossville (IL), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
40 - Caterpillar Inc., Industrial Power Systems Division, San Antonio (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
40 - Caterpillar Inc., Industrial Power Systems Division, Schertz (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
41 - Caterpillar Powertrain & Hydraulics - Systems Development, Mossville (IL), USA - ISO17025:2005 (Expiry date 31-Dec-2019)
41 - Global Engine Development - North America, Mossville, IL 61552, USA - ISO17025:2005 (Exp Date: 31-Aug-2019)
68 - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Corinth (MS), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
68 - Caterpillar Inc. Remanufacturing Services (HQ), Corinth, MS 38834, USA, ISO 9001:2015 (Exp Date: 19-Jun-2020)
7P - Perkins Motores Do Brasil LTDA, Curitiba, BRASIL - CQMS:2015 / ISO9001:2015 Certificate (Expiry date 05-Oct-2020)
88 - Caterpillar Inc. Lafayette Engine Center, Lafayette (IN), USA - ISO9001:2015 Certificate (Expiry date 04-Feb-2021)
89 - Caterpillar Mexico S.A. de C.V. (Monterrey), Nuevo Leon, Mexico 66350 - CQMS:2015/ISO 9001:2015 Certificate (Exp: 12-Jul-2019)
92 - Caterpillar Midwest Logistics Center (Champaign), Illinois - ISO 9001:2008 (Exp Date: 29-Jan-2018)
CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 1), Mexico - ISO 9001:2015 (Exp: 19-Jun-2020)
CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 3), Mexico ISO9001:2015 Certificate (Exp: 19-Jun-2020)
CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (ORADEL), Mexico ISO9001:2015 Certificate (Exp. 19-Jun-2020)
CP - Caterpillar Global Machine Development - Tucson Proving Ground, Tucson (AZ), USA ISO17025:2005 (Expiry date 31-Jan-2020)
DQ - Caterpillar Inc. Building Construction Products Division, Clayton (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
FJ - Anchor Coupling (Menominee), Menominee (MI), USA ISO9001:2015 (Expiry date 22-Jan-2021)
HL - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Prentiss (Boonville - MS), USA ISO9001:2015 Certificate (Exp. 19-Jun-2020)
HP - Caterpillar Dyersburg, Tennessee - ISO9001:2008 Certificate. (Expiry date 14-Sep-2018)
HZ - Caterpillar Inc., Industrial Power Systems Division, Sequin (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
JA - Caterpillar Inc. Building Construction Products Division, Sanford (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
JL - Caterpillar Inc. - Precision Pin Products Group, Sumter (SC), USA - ISO9001:2015 (Expiry date 22-Oct-2018)
JQ - Caterpillar Inc. Building Construction Products Division, Athens (GA), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
LE - Caterpillar Inc., Griffin Generators, Griffin (GA), USA - ISO9001:2015 Certificate. (Expiry date 03-Mar-2021)
LS - All Caterpillar Newberry LLC Facilities - DNV ISO 9001:2008 (Exp Date: 15-Sep-2018)
M5 - Caterpillar Inc. Building Construction Products Division (HQ), Cary (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
MC - Caterpillar Inc. Building Construction Products Division, Torreon, MEXICO - ISO9001:2015 (Expiry date 06-Jul-2021)
N4 - Advanced Components and Technologies, Mossville (Il), USA - ISO 9001:2015 Certificate (Exp Date: 24-May-2019)
PE - Caterpillar Inc. (Remanufacturing Site Specific Certificate), West Fargo (ND), USA ISO9001:2015 Certificate (Exp: 19-Jun-2020)
PV - Perkins Shibaura Engines LLC, Griffin (GA), US ISO9001:2015 (Expiry date 31-Jan-2020)
QR - Caterpillar Global Mining - Houston PA - ISO 9001:2008 (Exp Date 15-Sep-2018)
R8 - Caterpillar Inc. / Paving Products / Minneapolis, (MN), USA - ISO 9001:2015 Certificate (Exp Date: 27-Nov-2020)
T3 - Solar Turbines Europe S.A. – Oil and Gas, Avenue de Finlande, Braine L'Alleud, Belgium - ISO 9001:2015 Certificate (Exp. 22-Sep-2020)
T3 - Solar Turbines Inc. (Packaging Systems Operations), San Diego (CA), USA - ISO9001:2015 (Expiry date 22-Sep-2020)
T3 - Solar Turbines Inc. (Power Generation), San Diego (CA), USA - ISO9001:2015 (Expiry date 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 10203 Sam Houston Park Drive, Houston TX, USA - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 9250 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 9280 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 9330 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
T3 - Solar Turbines Inc. - Pkg Systems Operations (HQ), 4200 Ruffin Road, San Diego CA, USA - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
T3 - Solar Turbines Inc. - Pkg Systems Operations, Teran-Teran 20120 Int., Tijuana (BC), Mexico - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
T3 - Solar Turbines Inc. - Power Generation, 4180 Ruffin Road, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp : 22-Sep-2020)
T3 - Solar Turbines Inc. - Turbofab, DeZavala Road, Channelview (TX), USA - ISO9001:2015 Certificate (Expiry date 23-July-2021)
T3 - Solar Turbines Inc., - Construction Services, Houston (TX), USA - ISO9001:2015 Certificate (Exp Date: 07-Jul-2021)
T3 - Solar Turbines Inc., - Desoto Overhaul Operations, Desoto (TX), USA - ISO9001:2015 Certificate (Expiry date 24-Aug-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod, W Seattle Street, Broken Arrow OK, USA - ISO9001:2015 Certificate (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Ruffin Road, San Diego (CA), USA - ISO9001:2015 Cert. (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Sky Park Ct, San Diego (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Gear Systems / Superior Gear, Gardena (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 1, Chilpancingo, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)

T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 2, Ciudad Ind Otay, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)
T3 - Solar Turbines Incorporated, Mabank (TX), USA - ISO9001:2015 Certificate (Expiry date 04-Aug-2021)
T3 - Solar Turbines Switzerland Sagl, 6595 Riazzino, Switzerland - ISO9001:2015 Certificate (Expiry date 08-May-2018)
UD - Denison, TX -Caterpillar Global Mining LLC-ISO 9001:2008 (Exp Date: 03-Aug-2020)
UH - Caterpillar Acuna - Construction and Mining Equipment, Ciudad Acuna, Coahuila, Mexico - ISO9001:2015 Certificate. (Exp: 26-Oct-2021)
UH - Caterpillar Inc. - Acuna, Coahuila, MEXICO - ISO9001:2015 Certificate (Expiry date 26-Oct-2018)
UJ - Caterpillar - North Little Rock, North Little Rock (AR), USA - CQMS:2015 / ISO 9001:2015 Certificate (Exp Date: 05-Jun-2019)
XO - Anchor Coupling (Goldsboro), Goldsboro (NC), USA - ISO 9001:2015 (Exp date: 20-Dec-2018)
XY - Caterpillar Reynosa S.A. de C.V., Reynosa, Tamaulipas, Mexico - ISO9001:2015 Certificate (Exp date: 03-Oct-2020)
YP - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Franklin (IN), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
YV - Caterpillar Surface Mining and Technology, South Milwaukee (WI), USA - ISO9001:2015 (Expiry date 04-Jun-2021)
ZZ - Caterpillar Inc. - Advanced Components Manufacturing (Hydraulic Cylinders), Sumter (SC), USA - ISO9001:2015 Cert (Exp: 28-Mar-2020)

20) Describe any environmental management system certifications obtained by your organization.

We described our "green initiatives" more completely in Form A, Question 29. To be specific regarding ISO standards, we are listing here the plants that are certified to ISO 14001:2004 Environmental Management System:

Plants certified with ISO 14001:2004 Environmental Management System
Anchor Coupling - Goldsboro, NC - ISO 14001:2004 - Sept 2018
Anchor Coupling - Menominee - ISO 14001:2015 - Jan. 2021
Gen Sets - Newberry - ISO 14001:2004 - Nov. 2017
Mapleton - 14001:2004 self-certification - issued January 2013
Reman Services - Corinth, MS - ISO 14001:2015 - Sept. 2021
Reman Services - Franklin - ISO 14001:2004 - May 2017

21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Caterpillar understands the value to the customer of a well-defined preventive maintenance plan. Each machine we sell has very clear and detailed instructions for routine maintenance. We find that some customers prefer to do the maintenance themselves, others want our dealers to track and perform the service.

For customers who retain maintenance responsibilities, we have several tools available to facilitate that. As an example, My.Cat.Com makes it easy for customers to access critical information about their fleet.

STARTER CONNECTIVITY: If the customer purchases a machine with a factory-installed Product Link device, the customer will receive Cat Daily connectivity at no cost (for seven years on Building Construction Products machines; 12 years on Global Construction & Infrastructure machines). Cat Daily provides basic information once per day via My.Cat.Com or via a mobile app as described below.

My.Cat.Com users have access to:

- Equipment location
- Hours
- Diagnostic and operational events
- Fuel burn
- Dealer work orders
- Parts lists and Preventive Maintenance Checklists
- Parts ordering
- Safety service letters
- Rental documentation
- Warranty information

- Operation and maintenance manuals
- Preventive maintenance alerts and scheduling
- Cat Inspect outcomes
- S-O-S fluid analysis results

A subset of this information is also available in the Cat App: Fleet Management (IOS and Android).

In some situations, information available through My.Cat.Com provides an agency with sufficient data. But sometimes the equipment manager/public works director wants a more comprehensive view of their assets and/or the ability to manage an entire fleet. To meet that need, Caterpillar offers VisionLink—a powerful, flexible platform with enhanced capabilities, like customizable reports and notifications, that makes it easier to optimize productivity, manage assets and reduce costs.

ADVANCED CONNECTIVITY TRIAL: For any construction machine with a Product Link device, the customer will receive a six-month complimentary VisionLink Essentials trial. After the trial period ends, customers may elect to continue access at several different levels:

- **VisionLink Daily** – offers convenient, affordable, once-a-day telematics information. Ideal for customers who only need once-per-day reporting
- **VisionLink Basic** – provides basic asset management features including hour and location monitoring as well as geographic fencing and maintenance management. Recommended for machines that only report hours, where data updates and related features are needed more frequently than once per day.
- **VisonLink Essentials** – includes all the features of Basic plus health, utilization, and productivity features with frequent data updates. Ideal for customers needing up-to-date information about site operations, productivity, asset location, and operator performance, as well as timely notification of issues as they occur.

Another free app we offer is designed to help customers focus on safety and preventive maintenance. The "Cat Inspect" app offers multiple features geared to make regular machine inspections simple and useful.

- **Daily Walkaround** inspections are designed primarily for operators who are guided where to look on their particular machine and allows them to document and report any abnormalities.
- **Preventive Maintenance** inspections are more in-depth and are designed for customer or dealer technicians to inspect components for signs of wear and to ensure that all recommended preventive maintenance procedures are completed and recorded.
- **Technical Analysis** inspections are the most in-depth and are normally used once per year or when a machine is at the end of a customer's ownership period.

This app includes the ability to take pictures, make notes and complete and share inspections electronically. Inspection reports are also integrated into both My.Cat.Com and VisionLink, providing visibility to overall fleet health.

For customers who intend to rely on dealers for maintenance, they can schedule the work themselves as needed, or we propose a variety of CSAs (Customer Support Agreements). These are completely customizable, but we offer starting points for several levels with corresponding price points which vary by product.

- Customer performed preventative maintenance – the Cat dealer will provide the necessary parts per the maintenance schedule; the customer will do the work.

- Dealer performed preventative maintenance – the Cat dealer will handle basic preventative maintenance for any machine or group of machines to help keep scheduled downtime to a minimum.
- Component maintenance and repair agreement – the Cat dealer will take care of maintaining and servicing systems such as engines, transmissions, etc. to extend service resources and equipment life.
- Total maintenance and repair agreement – the Cat dealer covers service and maintenance for any one piece of equipment or the entire fleet. This agreement can include guaranteed availability and uptime.

Signature: Peter A Redpath Date: 3/13/19

DocuSign Envelope ID: 4E3541B7-5EDB-4F9D-BF64-C4283A92AFDD

AMENDMENT #1
TO
CONTRACT #032119-CAT

THIS AMENDMENT is by and between **Sourcewell** and **Caterpillar Inc.** (Vendor).

Sourcewell awarded a contract to Vendor for Heavy Construction Equipment with Related Accessories, Attachments, and Supplies effective May 13, 2019, through May 13, 2023 (Contract). Vendor implemented changes to its dealer reporting system and now wishes to modify the Contract to accurately report Administrative Fee payment calculations.

The parties wish to amend the following terms within the Contract:

1. This Amendment is effective upon the date of the last signature below.
2. Any Contract term related to calculation of Administrative Fee that is paid to Sourcewell is deleted and replaced with the following:

   "Vendor will pay to Sourcewell an Administration Fee calculated at 0.33% of Caterpillar's MSRP for each piece of equipment purchased by Sourcewell's Participating Entities. Caterpillar will pay the Administration Fee to Sourcewell on a quarterly basis."

Except as amended above, the Contract remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 7/12/2021 | 7:35 PM CDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette, Executive Director/CEO

Date: 7/12/2021 | 8:38 PM CDT

Caterpillar Inc.

By: DocuSigned by: Dawn Zink D650153CBFB0477...

Dawn Zink

Title: Caterpillar Governmental Marketing Manager

Date: 7/12/2021 | 3:32 PM CDT

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Authorize Execution of a First Amendment to Consulting Services Agreement with Sloan Sakai Yeung & Wong, LLP

MEETING DATE: September 19, 2022

EXECUTIVE SUMMARY

Staff proposes a first amendment to a Consulting Services Agreement with the Sloan Sakai Yeung & Wong, LLP, to increase the compensation and extend the duration, for services in connection with labor negotiations.

FISCAL IMPACT

The amendment would add $375,000 to the contract, which would be funded by the Human Resources Department over the next four years.

RECOMMENDATION

City Council adopt the attached Resolution authorizing the City Manager to execute a first amendment to the Consulting Services Agreement with Sloan Sakai Yeung & Wong, LLP.

BACKGROUND

In March 2021, the City retained Sloan Sakai Yeung & Wong, LLP, for purposes of providing specialized services regarding employment and labor relations matter, including labor negotiations. The contract provided for a maximum of $75,000 in compensation. Staff seeks to extend the term of the contract to a total of five years and increase compensation to continue providing labor negotiations services from Sloan Sakai Yeung & Wong, LLP.

SUBCOMMITTEE FINDINGS

This item was not submitted to a subcommittee.

STAFF ANALYSIS

The City along with Sloan Sakai Yeung and Wong, LLP on the negotiation team, recently negotiated five successor Memorandum of Understanding (MOU) on terms and conditions of employment that provided for a three-year contract term and amendments to the contract terms. Staff wishes to continue with contract reopener sessions with the unions and bargaining groups and extend the contract with Sloan Sakai Yeung & Wong, LLP for labor negotiations services.

The City's Purchasing Policy provides the City Manager with authority to enter into contracts for professional services in the amount of $75,000 or less. City Council authorization is required to amend the contract to increase the maximum compensation above $75,000. The City Manager recommends increasing the maximum to $375,000 and extending the duration through calendar year 2026. The proposed amendment will cover the ongoing services for employment and labor relations matters, including negotiations. The extension of the contract term for another five years, and the increase in compensation, will allow City staff to obtain services regarding employment and labor relations matters as the need arises through 2026. The dollar maximum in the amendment is not a guarantee of work for the law firm and will not necessarily be expended by the City. The law firm charges hourly rates up to $450 depending on the expertise of the individual employed by the firm. The contract may be terminated at any time on short notice.

ATTACHMENTS:
Contract Amendment
Resolution

Report Prepared By:
Jennifer Brizel, Director of Human Resources

FIRST AMENDMENT TO
CONSULTING SERVICES AGREEMENT BETWEEN
CITY OF PITTSBURG
AND SLOAN SAKAI YEUNG & WONG, LLP

This First Amendment to the Principal Agreement made and entered into on March 21, 2021, hereafter referred to as Agreement, between SLOAN SAKAI YEUNG & WONG, LLP, a California limited liability company, therein referred to as Consultant, and the City of Pittsburg, a municipal corporation, therein referred to as City, is made and entered into on this 19th day of September, 2022.

WHEREAS, the parties entered into an Agreement for labor negotiations services; and

WHEREAS, the parties desire to extend the duration of the contract and increase the compensation amount accordingly.

Consultant and City do mutually agree as follows:

1. Term. Section 1.1 of the Agreement is hereby amended to read as follows:
The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2026 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.

2. Compensation. The first paragraph of Section 2 is hereby amended to read as follows:
City hereby agrees to pay Consultant a sum not to exceed Three Hundred Seventy-Five Thousand Dollars and zero cents ($375,000), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant but is merely a limit of potential City expenditures under this Agreement.

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

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

5. Inconsistencies. In the event of any conflict or inconsistency between the

provisions of this First Amendment and the Agreement, the provisions of this First Amendment shall control in all respects.

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

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

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

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

SLOAN SAKAI YEUNG & WONG, LLP

By: _____

Charles Sakai, Partner

CITY:

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

By: _____

Garrett Evans, City Manager

ATTEST:

By: _____

Alice Evenson, City Clerk

APPROVED AS TO FORM:

By: _____

Donna Mooney, City Attorney

EXHIBIT B

COMPENSATION SCHEDULE

Partners:	$300 - $450
Of Counsel:	$275 - $385
Senior Counsel:	$275 - $385
Associates:	$245 - $295
Law Clerks:	$185
Paralegals:	$105 - $175
Analysts:	$75 - $170
Consultants:	$175 - $295

Expense Reimbursements:

Consultant may charge separately for certain costs in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery and messenger services. For major disbursements to third parties, invoice, may be sent directly to the client for payment.

Consultant may bill for time spent traveling to perform City work at rates set forth above.

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PITTSBURG AND SLOAN SAKAI YEUNG & WONG, LLP (general services)

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg ("City") and Sloan Sakai Yeung & Wong LLP ("Consultant") (together referred to as the "Parties") as of March 16, 2021 (the "Effective Date").

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

1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2022 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 seventy-five thousand dollars and zero cents ($75,000.00), 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. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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

- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, and the total due this period;
- 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 in the billing period under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;

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

2.3 **Final Payment.** Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice within this 60-day period shall constitute Consultant's waiver of any further billings to, or payments from, City.

2.4 **Reimbursable Expenses.** Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section 2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.

2.5 **Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.6 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this

Agreement until receipt of a written authorization from the City Manager, or his or her designee.

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

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

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

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $2,000,000 per occurrence and $4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

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

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

a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

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

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

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

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

a. Certificate of Liability Insurance in the amounts specified in this Agreement; and

b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability 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 effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

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

5.2 **PERS Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.

6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

7.3 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

7.4 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age,

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

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. Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the services described in Exhibit A. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by any worker, governmental agency or other third party with regard thereto.

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

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 **Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.

8.3 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.

8.4 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.

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

8.5.1 Immediately terminate the Agreement;

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be

maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

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

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

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

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

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

Consultant : Charles Sakai
Sloan Sakai Yeung and Wong LLP
555 Capitol Mall, Suite 600
Sacramento, CA 95814

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

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

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

Charles Sakai, Partner

Attest:

Alice Evenson, City Clerk

Approved as to Form:

Donna Mooney, City Attorney

EXHIBIT A

SCOPE OF SERVICES

The Consultant shall work with the Human Resources Department and other departments of the City to provide professional labor negotiation services identified below:

1. Advise and represent the City in labor negotiations / meet and confer sessions with Unions and Bargaining Groups including development and revisions to memorandums of understanding,
2. Become familiar with and provide consultation on issues relating to employment law, Fair Labor Standards Act and Meyers-Milias-Brown Act for current memorandums of understanding with Unions and Bargaining Groups,
3. Provide consultation and advisement for labor negotiation strategies to the City Council, City Manager and Director of Human Resources,
4. Review and provide advisement to the City on all proposals and counter proposals submitted by Unions and Bargaining Groups during labor negotiations,
5. Prepare and provide the City's proposals and counter proposals to Unions and Bargaining Groups during labor negotiations,
6. Provide debriefing for City Council, City Manager, Director of Human Resources on the status of labor negotiations, which shall include a written spreadsheet or table of all proposals.

The Unions and Bargaining Groups of the City of Pittsburg include:

1. American Federation of State, County and Municipal Employees, Local 512,
    a. Miscellaneous A Unit,
    b. Management, Professional and Confidential Unit,
2. International Brotherhood of Electrical Workers, Local 1245,
3. Pittsburg Police Officers' Association,
4. Pittsburg Police Managers' Group,
5. Teamsters, Local 856.

EXHIBIT B

COMPENSATION SCHEDULE

Partners:	$300 - $450
Associates:	$245 - $275
Consultants:	$160 - $275

Expense Reimbursements:

Consultant may charge separately for certain costs in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery and messenger services. For major disbursements to third parties, invoice, may be sent directly to the client for payment.

Consultant may bill for time spent traveling to perform City work at rates set forth above.

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: _____

Title: Partner

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing Execution of First Amendment)
to Consulting Services Agreement) RESOLUTION NO. 22
with Sloan Sakai Yeung and Wong)

WHEREAS, Sloan Sakai Yeung and Wong, LLP, specializes in services regarding employment and labor relations matters, including labor negotiations, and consultation on issues relating to bargaining, and;

WHEREAS, the parties entered into an Agreement on March 16, 2021, with a maximum compensation of $75,000; and

WHEREAS, the parties desire to extend the duration by four years through June 30, 2026, and increase the compensation accordingly; and

WHEREAS, the City expects the need labor negotiations services through June 30, 2026.

NOW, THEREFORE BE IT RESOLVED, that the City Council hereby authorizes the City Manager to execute the First Amendment to the Consulting Services Agreement.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of September 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: A Resolution Approving a Consultant Agreement for Design of Project 5067 Water Treatment Plant Filter Replacement

MEETING DATE: September 19, 2022

EXECUTIVE SUMMARY

Project 5067 Water Treatment Plant Filter Replacement (the "Project") is paramount to the City's ability to continue providing high-quality drinking water to residents well into the future. Therefore, the design will also include upgrade of the piping system as needed to accommodate the new filter installations.

FISCAL IMPACT

Pittsburg recently sold municipal bonds to fund Project 5067 Water Treatment Plant Filter Replacement. The proposed design services and bidding assistance fee for the Project is $2,840,437, with a 15% contingency of $426,065 for a total design services fee of $3,266,502. This fee would encumber funds from water bond proceeds.

RECOMMENDATION

City Council approve the project design and bidding assistance budget, allocate funds from water bond proceeds, and authorize the City Manager to execute a Consultant Services Agreement with West Yost and Associates, Inc. for Project 5067 Water Treatment Plant Filter Replacement in an amount not to exceed $2,840,437. In addition, the contingency budget amount of $426,065 will be authorized by the Public Works Director to address additional services that may become necessary.

BACKGROUND

In May of 2022, Pittsburg sold municipal bonds to fund the Filter Replacement Project at the Pittsburg Water Treatment Plant. The Project is the top priority for Pittsburg's Water Treatment Plant and is essential to continuing to provide Pittsburg residents with safe and high-quality drinking water and reliable fire flow pressures.

Under CEQA Guidelines, this is considered a Class 2 project, which consists of replacement or reconstruction of existing facilities, and therefore is exempt from any additional requirements.

A project of this magnitude and complexity requires a project design team with the skill and experience to accomplish the City's goals and complete the Project on schedule and within budget.

On July 12, 2022, the Request for Proposal (RFP) was sent to qualified professional consulting firms.

On August 12, 2022, proposals were received from four (4) consultant teams and were all evaluated by staff. West Yost and Associates, Inc. was ranked as the most qualified based on the proposal submitted.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Prior to the release of the RFP, staff conducted outreach to several qualified design consultants. They provided the opportunity for informational meetings and site visits at the Water Treatment Plant, which were well received. Upon completing this outreach and prequalification phase, the RFP was sent to six (6) design firms that showed interest and were deemed capable of providing design for the Project. The RFP was also shared with the design marketing outreach firm of Integrated Marketing Systems for further distribution within the design services community. In addition, the RFP was posted on the City's website for interested vendors to review.

On August 12, 2022, four (4) consultant teams submitted proposals. A five (5) member Consultant Selection Committee reviewed each proposal, evaluated strengths and weaknesses, and independently assigned a weighted score. West Yost and Associates, Inc. was ranked as the most qualified based on the proposal submitted.

West Yost and Associates, Inc. was selected for the design of the Project based on their experience with the design of other water treatment facilities, their staff expertise, and previous history of providing high-quality design services to public entities.

ATTACHMENTS: Resolution
Consultant Service Agreement
Project Budget Summary

Report Prepared By: Bruce Zaeni, Senior Civil Engineer

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
West Yost and Associates, Inc.
Project 5067
Design of Water Treatment Plant Filter Gallery Replacement and Rehabilitation

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg, a municipal corporation ("City") and West Yost and Associates, Inc., a California corporation ("Consultant") (together referred to as the "Parties") as of September 20, 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 September 20, 2025, 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 ($2,840,437.), as set forth in Exhibit B, attached hereto

and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant but is merely a limit of potential City expenditures under this Agreement.

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

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

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

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

2.3 **Final Payment.** Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice within this 60 day period shall constitute Consultant's waiver of any further billings to, or payments from, City.

2.4 **Reimbursable Expenses.** Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section 2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.

2.5 **Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.6 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

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

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

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

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $2,000,000 per occurrence and $4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

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

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

a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any

insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Consultant's insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

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

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

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

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

a. Certificate of Liability Insurance in the amounts specified in this Agreement; and

b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability 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 effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

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

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates

and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

5.2 **PERS Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.

6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

7.3 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and

maintain during the term of this Agreement valid business licenses from City.

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

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 **Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.

8.3 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to

the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.

8.4 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.

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

8.5.1 Immediately terminate the Agreement;

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or

otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.

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

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this

Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

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

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

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

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

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

Consultant: West Yost and Associates, Inc.
1001 Galaxy Way
Suite 310
Concord, CA 94520
Attn: Greg Chung, P.E., Principal-In-Charge

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

Attest:

_____
Alice Evenson, City Clerk

Approved as to Form:

_____
Donna Mooney, City Attorney

CONSULTANT

Lindsay Smith, for:
Greg Chung, P.E., Principal-In-Charge

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF WORK

Task 1. Project Management

Subtask 1.01. Develop Project Development Team

West Yost will develop a Project Development Team that shall include stakeholders for the project. This project development team will include West Yost's Project Manager, Design Manager, and key subconsultants and the City's Project Manager and key engineering and operation and maintenance staff. The Project Development Team will also include other key stakeholders, such as permitting agencies. The Project Development Team will meet on a monthly basis, which is budgeted in Task 1.04.

SUBTASK 1.02. DEVELOP PROJECT PLAN

West Yost will develop a Project Plan that will include the following elements:

- Scope, schedule, and budget requirements and earned value analysis
- Staffing plan
- Communication plan
- Change management plan
- QA/QC program

The Project Plan will be submitted to the City for review, and comments will be incorporated into the document. The Project Plan will be a living document to be updated as needed and reviewed during monthly project status updates.

SUBTASK 1.03. CONDUCT KICK-OFF MEETING AND BRAINSTORMING SESSION

West Yost will conduct a Kick-Off Meeting. West Yost will prepare the meeting agenda, presentation material, and summary of meeting notes. The meeting agenda will be submitted prior to the meeting, and summary notes will follow within one week of the meeting.

Following the Kick-Off Meeting and on the same day as the Kick-Off Meeting, a Brainstorming Session attended by up to seven senior West Yost team members will be conducted. The purpose of the Brainstorming Session will be to discuss the project and determine potential alternatives to be evaluated as part of the Preliminary Design. West Yost will prepare the meeting agenda, presentation material, and summary of meeting notes. The meeting agenda will be submitted prior to the meeting, and summary notes will follow within one week of the meeting.

SUBTASK 1.04. CONDUCT MONTHLY PROJECT DEVELOPMENT TEAM MEETINGS

West Yost will conduct monthly meetings with the Project Development Team. West Yost will prepare the meeting agenda, presentation material, and summary of meeting notes. The meeting agenda will be submitted prior to the meeting, and summary notes will follow within one week of the meeting.

SUBTASK 1.05. ON-GOING PROJECT MANAGEMENT

West Yost's Project Manager will monitor the progress of individual tasks and coordinate the completion of work products. This will include communicating with the City's Project Manager, developing a Project Plan and schedule, coordinating staff, and monitoring the project budget and schedule. West Yost will

prepare monthly invoices including project status updates by task and an earned value analysis update tracking effort spent vs budget and schedule.

SUBTASK 1.06. PREPARE AND IMPLEMENT A QA/QC PROGRAM

West Yost will prepare and implement a QA/QC Program, which will be part of the Project Plan. Walt Meyer will lead the QA/QC program. All work products will be reviewed by a senior or higher-level engineer not directly involved in the project. The effort for discipline QA/QC and overall coordination checks is included in the individual tasks below.

TASK 1. DELIVERABLES

- Project Plan, including QA/QC Program
- Monthly progress reports with each invoice
- Meeting agenda, presentations, and notes for each meeting and conference call

Task 2. Preliminary Investigation and Design

SUBTASK 2.01. PRELIMINARY DESIGN MEETING WITH CITY

West Yost will conduct a Preliminary Design Meeting with the City. West Yost will prepare the meeting agenda, presentation material, and summary of meeting notes. The meeting agenda will be submitted prior to the meeting, and summary notes will follow within one week of the meeting.

SUBTASK 2.02. REVIEW BACKGROUND DATA

West Yost will review reports and record drawings provided by the City. This information will be used to identify improvements needed for the facilities and to complete the Preliminary Design and Detailed Design.

SUBTASK 2.03. PERFORM A SITE VISIT

The West Yost team will perform a site visit to meet with the City's Project Manager and engineering and O&M staff. The purpose of the site visit will be to physically identify limitations and constraints and gather information necessary to conduct the subsequent field investigation, including surveying, potholing, and geotechnical investigations.

SUBTASK 2.04. PERFORM SURVEY

West Yost's surveying subconsultant, Sousa Land Surveying, will prepare a topographic survey for the project site, identifying all the structures and site features. The survey will also include potholing information and other site utilities marked by the City and utility locating companies. West Yost and our potholing subconsultant, Subtronic, will coordinate with the City for access to the site prior to the field survey and will provide at least 48 hours of advanced notice to mark existing utilities to be included in the topographical map. The topographical survey will be tied to a known benchmark and will be provided in AutoCAD format.

SUBTASK 2.05. PERFORM POTHOLING

West Yost's potholing subconsultant, Subtronic, will perform two days of potholing and approximately 5 to 10 potholes. Prior to the potholing, utilities will be located and marked by Subtronic. The location and

information obtained from the potholing will be shown on the survey and used for the development of Bid Packages 2 and 3.

SUBTASK 2.06. PERFORM SOIL INVESTIGATIONS

West Yost will work with our geotechnical subconsultant, McMillen Jacobs, to conduct the geotechnical investigation and prepare a Geotechnical Report with recommendations for foundation design, grading operation, pipe trench design, and seismic design. McMillen Jacobs will provide guidance regarding shoring options while the site is excavated and the new filter structure is constructed and engineered fill is placed. The geotechnical investigation will include one 40-foot boring and two 20-foot borings. A permit for the borings will be obtained. West Yost and McMillen Jacobs will coordinate with the City on the geotechnical field investigation schedule to provide at least 48 hours of advanced notice to mark existing utilities in the vicinity of the proposed boring locations.

The Geotechnical Report will include the following items:

- Site and subsurface conditions
- Geology
- Seismic conditions
- Laboratory testing methodology and results
- Boring logs
- Recommendations for design and construction of proposed improvements

JDH will perform a soil corrosion analysis. The soil corrosion analysis will sample the soil from the borings and potholing excavations and determine corrosion potential. A section in the BODR will be developed with corrosion protection requirements for the project.

SUBTASK 2.07. FILTER MODELING

Filter modeling will be completed by Trussell Technologies using their in-house filtration model. The modeling will be based on calibrating at least one year's worth of historical data including filter run length, filtration rate, headloss, settled water turbidity, filter effluent turbidity, filter aid dose, and temperature. The calibrated model will then be used to evaluate three filter media designs, assessing the impact on filter run time and effluent turbidity. A filter media design will be recommended based on the modeling.

SUBTASKS 2.08 TO 2.13. PREPARE BASIS OF DESIGN REPORT

A draft and final Basis of Design Report (BODR) will be prepared. The BODR will evaluate two alternatives: 1) hybrid alternatives with a combination of new and existing filters and 2) all new filters. In addition to the alternatives evaluation the following items will be included in the BODR evaluations:

- Filter-to-waste requirements
- New air wash system and integration of air-water wash into the filters' backwash sequence
- System hydraulics, including backwash requirements
- Site requirements, including constraints and limitations
- Structural condition of the existing filters and filter gallery
- Strategy for bypass, rehabilitation, and/or replacement of the existing buried piping and conduits
- Filter control system integration
- Yard piping and utility relocation requirements

- Seismic and geotechnical risks and constraints
- Cathodic protection requirements
- Conversion from chlorine gas to liquid hypochlorite
- Water chemistry and corrosion requirements
- Preliminary drawings – up to 35 drawings, which are shown in the table at the end of this scope of work, are expected to be completed as part of the Preliminary Design
- Opinion of probable construction cost
- Construction sequencing and schedule
- List of specifications

West Yost will conduct the BODR Design Review Workshop. West Yost will prepare the meeting agenda, presentation material, and summary of meeting notes. The meeting agenda will be submitted prior to the meeting, and summary notes will follow within one week of the meeting.

SUBTASK 2.14. PRESENT BODR TO CITY COUNCIL

West Yost will prepare and conduct a presentation to the City Council, discussing the findings and recommendations from the BODR. Presentation materials will be provided two weeks in advance of the City Council meeting.

TASK 2 DELIVERABLES

- Meeting and workshop agenda, presentations, and summary notes
- AutoCAD survey and potholing results
- Geotechnical Report
- Draft and Final BODR, including drawings, opinion of probable construction cost, and schedule
- City Council Presentation

Task 3. Detailed Design – Bid Package 1

SUBTASK 3.01. EQUIPMENT PRE-PURCHASE KICK-OFF MEETING

West Yost will conduct a Kick-Off Meeting for Bid Package 1 – Equipment Pre-Purchase. West Yost will prepare the meeting agenda, presentation material, and summary of meeting notes. The meeting agenda will be submitted prior to the meeting, and summary notes will follow within one week of the meeting.

SUBTASK 3.02. PREPARE DRAFT PRE-PURCHASE DOCUMENTS

West Yost will prepare Draft Pre-Purchase Documents for the City's review. Potential pre-purchase items include large valves and actuators, blowers, internal filter equipment and underdrain system, and motor control centers, switchboards, and other electrical panels. The City's front-end documents will be used, and West Yost will prepare technical specifications and drawings needed for the Pre-Purchase Documents. Approximately 35 drawings, which are shown in the table at the end of this scope of work, will be prepared to accompany the technical specifications.

SUBTASK 3.03. CONDUCT PRE-PURCHASE REVIEW WORKSHOP

West Yost will conduct a Pre-Purchase Review Workshop for Bid Package 1. West Yost will prepare the meeting agenda, presentation material, and summary of meeting notes. The meeting agenda will be submitted prior to the meeting, and summary notes will follow within one week of the meeting.

SUBTASK 3.04. PREPARE FINAL PRE-PURCHASE DOCUMENTS

West Yost will incorporate comments from the Draft Pre-Purchase Documents and the Pre-Purchase Review Workshop into Final Pre-Purchase Documents to be issued by the City for equipment bids. Bid support for this task is provided under Task 7.

TASK 3. DELIVERABLES

- Draft and Final Pre-Purchase Documents
- Workshop agenda, presentations, and meeting summary notes

Task 4. Detailed Design – Bid Package 2

SUBTASKS 4.01, 4.06, AND 4.11. DESIGN KICK-OFF MEETINGS

West Yost will conduct Submittal Kick-Off Meetings for the 60, 90, and 100 percent Design Submittals for Bid Package 2, which shall consist of design development of the underground utilities, relocation of existing utilities, and civil/site work. West Yost will prepare the meeting agenda, presentation material, and summary of meeting notes. The meeting agenda will be submitted prior to the meeting, and summary notes will follow within one week of the meeting.

SUBTASKS 4.02 TO 4.04 AND 4.07 TO 4.09. DEVELOP 60 AND 90 PERCENT DESIGN DOCUMENTS

West Yost will prepare drawings, specifications, and opinions of probable construction cost for the 60 percent and 90 percent Designs for Bid Package 2. The table at the end of this scope of work includes a list of drawings that will be prepared for each submittal. The plans will be prepared in AutoCAD format using West Yost's CAD standards.

SUBTASKS 4.05 AND 4.10. DESIGN REVIEW WORKSHOPS

West Yost will conduct Design Review Workshops for the 60 and 90 percent Design Submittals for Bid Package 2. West Yost will prepare the meeting agenda, presentation material, and summary of meeting notes. The meeting agenda will be submitted prior to the meeting, and summary notes will follow within one week of the meeting.

SUBTASK 4.12. DEVELOP 100 PERCENT DESIGN DOCUMENTS

West Yost will prepare Bid Documents, including drawings and specifications, for Bid Package 2. The table at the end of this scope of work includes the list of drawings to be included as part of the Bid Documents.

TASK 4. DELIVERABLES

- Meeting and workshop agenda, presentations, and summary notes
- 60 and 90 Percent Design Submittals, including drawings, specifications, and opinions of probable construction cost
- 100 Percent Bid Documents

Task 5. Detailed Design – Bid Package 3

SUBTASKS 5.01, 5.06, AND 5.11. DESIGN KICK-OFF MEETINGS

West Yost will conduct Submittal Kick-Off Meetings for the 60, 90, and 100 percent Design Submittals for Bid Package 3, which shall consist of design development of the remaining facilities. West Yost will prepare the meeting agenda, presentation material, and summary of meeting notes. The meeting agenda will be submitted prior to the meeting, and summary notes will follow within one week of the meeting.

SUBTASKS 5.02 TO 5.04 AND 5.07 TO 5.09. DEVELOP 60 AND 90 PERCENT DESIGN DOCUMENTS

West Yost will prepare drawings, specifications, and opinions of probable construction cost for the 60 percent and 90 percent Designs for Bid Package 3. The table at the end of this scope of work includes a list of drawings that will be prepared for each submittal. The plans will be prepared in AutoCAD format using West Yost's CAD standards.

SUBTASKS 5.05 AND 5.10. DESIGN REVIEW WORKSHOPS

West Yost will conduct Design Review Workshops for the 60 and 90 percent Design Submittals for Bid Package 3. West Yost will prepare the meeting agenda, presentation material, and summary of meeting notes. The meeting agenda will be submitted prior to the meeting, and summary notes will follow within one week of the meeting.

SUBTASK 5.12. DEVELOP 100 PERCENT DESIGN DOCUMENTS

West Yost will prepare Bid Documents, including drawings and specifications, for Bid Package 3. The table at the end of this scope of work includes the list of drawings to be included as part of the Bid Documents.

TASK 5. DELIVERABLES

- Meeting and workshop agenda, presentations, and summary notes
- 60 and 90 Percent Design Submittals, including drawings, specifications, and opinions of probable construction cost
- 100 Percent Bid Documents

Task 6. Regulatory Requirements and Permits

West Yost will assist the City with developing applications and documents to obtain a permit from the City's Building and Safety Division and Engineering Services Division. West Yost will also assist the City with developing applications and documents for State and Federal regulatory permits, including the State of California Water Resource Control Board Division of Drinking Water.

This task assumes the City will pay for all permit fees.

TASK 6. DELIVERABLE

- Permit applications and supporting documents

Task 7. Bid Support Services

During the bidding period, West Yost will provide bidding support and assistance to the City as it pertains to the contract documents and construction drawings. We will provide information and clarification for the City to distribute to the prospective bidders, and we will prepare addenda, including revisions to the design plans and specifications, for the City to distribute to the prospective bidders.

SUBTASKS 7.01, 7.04, AND 7.07. RESPOND TO CONTRACTORS' QUESTIONS DURING BIDDING

West Yost will create a log of all contractors' questions and work closely with the City to prepare written responses to each question. We will issue the matrix of questions and answers for the City to distribute to all general contractors who plan to submit bids for the project. Task 7.01 will also include a virtual online meeting with prospective manufacturers of the prepurchase equipment.

SUBTASKS 7.02, 7.05, AND 7.08. PREPARE BID ADDENDA

West Yost will prepare one (1) bid addendum each for Bid Packages 1 and 2 and up to three (3) bid addenda for Bid Package 3 to the Contract Documents. The addenda will include the contractors' questions response matrix at a minimum. If deemed appropriate to provide clear direction to the bidding contractors, West Yost will revise and reissue the construction plans and/or technical specifications. After preparing the draft revisions for the City's comment, we will prepare the final bid addenda for the City to distribute to the contractors.

SUBTASKS 7.03 AND 7.06. ATTEND PRE-BID MEETING

West Yost will attend the pre-bid meetings and site visits for Bid Backages 2 and 3 with the prospective contractors and the City's team members. We will take notes from the meeting, including any contractor questions, and provide the City with a summary of the notes to be included with the first addendum. It is assumed that the City will manage the bidding process, including the scheduling and facilitation of the pre-bid meeting.

TASK 7 DELIVERABLES

- Matrix of contractors' questions and responses for each bid package
- Notes from the virtual meeting for Bid Package 1 and pre-bid meetings for Bid Package 2 and 3
- Bid addenda, one each for Bid Packages 1 and 2 and up to three for Bid Package 3

KEY ASSUMPTIONS

1. The fee is based on six new filters.
2. The City's front-end documents will be used for the project. West Yost will modify the City's front-end documents to be project specific.
3. A third-party construction manager will be hired by the City, and the construction manager will be responsible for bid period services and construction services, including administration and inspections.
4. Engineering services during construction will be developed at a later date.
5. Submittals and deliverables will be electronic.
6. Opinions of probable construction cost estimates for each deliverable will be per the class levels defined by the Association for the Advancement of Cost Engineering (AACE)
7. Conformed documents are not included in the fee.
8. For the Regulatory Requirements and Permits task, West Yost will work up to a budget of $55,398. West Yost will notify the City when the budget is close to being exhausted.
9. The number of staff participating in meetings and workshops is identified in the fee breakdown sheet.
10. City review times are shown on the project schedule.
11. City will pay for all permit fees.
12. Specifications will follow CSI format.
13. Structural and seismic design will be per the 2022 CBC.
14. No structural or seismic improvements are assumed for the existing structures.
15. The latest CAD version will be used.
16. Adequate power is available at the plant site under utility and standby generation with the new loads.
17. Special systems, such as fire alarm, CCTV, security access, communications, etc., are not included.
18. Network expansion will be for new facilities only.
19. Control system expansion is for new facilities only and will match existing.
20. Pre-purchase equipment assumes blowers, filter equipment, large valves and operators, MCCs, switchboards, and panel boards.
21. Two days of potholing have been included in the fee. Potholes will be backfilled, compacted with Class 2 AB, and re-surfaced with cold asphalt in paved areas.
22. The geotechnical drilling permit from the Costa County Environmental Health Department will be provided by the City. The City will grant permission to perform the work on the City's property with no encroachment permit needed.
23. Soil corrosion sampling and analysis shall be completed using the geotechnical borings and potholing excavations.
24. Environmental documentation is not included.
25. Hazardous materials assessment is not included.

DRAWING LIST

Discipline Sheet Description	BODR	Bid Package 1	Bid Package 2		Bid Package 3	
			60 Percent	90 & 100 Percent	60 Percent	90 & 100 Percent
General						
Title Sheet, Location Map, and Vicinity Map	■	■	■	■	■	■
Drawing List	■	■	■	■	■	■
Legend, Pipe Symbols and Schedule, General Notes, and Abbreviations	■		■	■	■	■
Design Criteria	■	■		■	■	■
Hydraulic Profile	■	■		■	■	■
Process Flow Diagram	■	■		■	■	■
Chlorine Conversion Sequencing Steps 1					■	■
Chlorine Conversion Sequencing Steps 2					■	■
Filter Construction Sequencing Steps 1					■	■
Filter Construction Sequencing Steps 2					■	■
Civil						
Existing WTP Area Site Plan	■		■	■	■	■
Existing WTP Site Plan, Work Area, and Control Points	■		■	■	■	■
Overall Site Plan (w/ Improvements)	■		■	■	■	■
Paving, Grading, Drainage, and Site Utilities Area 1			■	■	■	■
Paving, Grading, Drainage, and Site Utilities Area 2			■	■	■	■

Exhibit A

Project 5067 | Design of Water Treatment Plant Filter Gallery Replacement and Rehabilitation

Discipline Sheet Description	BODR	Bid Package 1	Bid Package 2		Bid Package 3	
			60 Percent	90 & 100 Percent	60 Percent	90 & 100 Percent
Yard Piping Plan Area 1 (Clarified Water/Filter Inlet Distribution Manifolds)			■	■	■	■
Yard Piping Plan Area 2 (Filtered Water to Clearwell Pump Station)			■	■	■	■
Yard Piping Profiles 1 (Clarified Water/Filter Inlet Distribution Manifolds)			■	■	■	■
Yard Piping Profiles 2 (Filtered Water to Clearwell Pump Station)			■	■	■	■
Duct Bank Profiles			■	■	■	■
Hypochlorite and Sulfuric Acid Pipeline			■	■	■	■
Typical/Miscellaneous Civil Details 1			■	■	■	■
Typical/Miscellaneous Civil Details 2						■
Cathodic Protection Details 1			■	■	■	■
Cathodic Protection Details 2			■	■	■	■
Cathodic Protection Details 3			■	■	■	■
Architectural						
Building Occupancy and Code Data						■
General Architectural Notes, Abbreviations, Symbols, Accessories, and Schedules					■	■
Window and Door Schedule and Signage Details						■
Typical Architectural Details 1					■	■
Typical Architectural Details 2						■
Typical Architectural Details 3						■
Filter Control Room Demolition Plan					■	■

Exhibit A

Project 5067 | Design of Water Treatment Plant Filter Gallery Replacement and Rehabilitation

Discipline Sheet Description	BODR	Bid Package 1	Bid Package 2		Bid Package 3	
			60 Percent	90 & 100 Percent	60 Percent	90 & 100 Percent
Operations Building Demolition Plan					■	■
Filter Structure Operator Work Area Floor and Ceiling Plan					■	■
Interior Elevations 1					■	■
Interior Elevations 2						■
Egress and Exit Plan						■
Structural						
Structural General Notes 1			■	■	■	■
Structural General Notes 2			■	■	■	■
Structural General Notes 3						■
Structural General Notes 4, Abbreviations, and Legends			■	■	■	■
Typical Structural Details 1			■	■	■	■
Typical Structural Details 2				■	■	■
Typical Structural Details 3						■
Typical Structural Details 4						■
Chlorine Room Demolition Plan and Sections					■	■
Chlorine Room Plan					■	■
Chlorine Room Sections and Details					■	■
Existing Filter Facility Demolition Plan					■	■
Existing Filter Facility Demolition Sections					■	■
Filter Facility Bottom Plan					■	■
Filter Facility Mezzanine Plan					■	■

Exhibit A

Project 5067 | Design of Water Treatment Plant Filter Gallery Replacement and Rehabilitation

Discipline Sheet Description	BODR	Bid Package 1	Bid Package 2		Bid Package 3	
			60 Percent	90 & 100 Percent	60 Percent	90 & 100 Percent
Filter Observation Plan and Details					■	■
Filter Facility Top Plan					■	■
Filter Facility Sections 1					■	■
Filter Facility Sections 2					■	■
Filter Facility Sections 3						■
Filter Facility Sections 4						■
Filter Facility Sections and Details 1						■
Filter Facility Section and Details 2						■
Filter Observation Sections and Details						■
HVAC						
HVAC Legend, Symbols, and Abbreviations					■	■
HVAC Equipment Schedules					■	■
HVAC Typical Details						■
HVAC Controls						■
Title 24 Compliance Forms						■
Chlorine Room HVAC Plan - Existing Conditions and Demolition					■	■
Chlorine Room HVAC Plan - New Work					■	■
Filter Gallery HVAC Plan - Existing Conditions and Demolition					■	■
Filter Gallery HVAC Plan - New Work					■	■
Plumbing						
Plumbing Legend, Symbols, and Abbreviations					■	■

Exhibit A

Project 5067 | Design of Water Treatment Plant Filter Gallery Replacement and Rehabilitation

Discipline Sheet Description	BODR	Bid Package 1	Bid Package 2		Bid Package 3	
			60 Percent	90 & 100 Percent	60 Percent	90 & 100 Percent
Plumbing Equipment Schedules					■	■
Plumbing Typical Details						■
Chlorine Room Plumbing Plan - Existing Conditions and Demolition					■	■
Chlorine Room Plumbing Plan - New Work					■	■
Filter Gallery Plumbing Plan - Existing Conditions and Demolition					■	■
Filter Gallery Plumbing Plan - New Work					■	■
Mechanical						
Miscellaneous Mechanical Details 1					■	■
Miscellaneous Mechanical Details 2					■	■
Miscellaneous Mechanical Details 3						■
Miscellaneous Mechanical Details 4						■
Pipe Supports						■
Temporary Hypochlorite System - Plan	■				■	■
Temporary Hypochlorite System - Section and Details						■
Permanent Hypochlorite System - Plan	■	■			■	■
Permanent Hypochlorite System - Section and Details						■
Strong Acid Storage and Feed System - Plan, Sections, and Details					■	■
Existing Chlorine Room Demolition Plan					■	■
Filter Facility Top Plan	■	■			■	■

Exhibit A

Project 5067 | Design of Water Treatment Plant Filter Gallery Replacement and Rehabilitation

Discipline Sheet Description	BODR	Bid Package 1	Bid Package 2		Bid Package 3	
			60 Percent	90 & 100 Percent	60 Percent	90 & 100 Percent
Filter Facility Lower Gallery Plan	■	■			■	■
Filter Facility Intermediate/Mezzanine Plan	■	■			■	■
Filter Facility Upper Gallery/Observation Area Plan	■	■			■	■
Filter Facility Sections	■	■			■	■
Filter Facility Sections and Details 1					■	■
Filter Facility Sections and Details 2						■
Filter Facility HVAC and Plumbing Plans						■
Air Wash Blower Room, Plan, Section, and Details					■	■
Electrical						
Electrical Legend and Abbreviations 1		■	■	■	■	■
Electrical Legend and Abbreviations 2						■
Electrical Standard Details 1			■	■	■	■
Electrical Standard Details 2					■	■
Electrical Standard Details 3						■
Overall Site Plan	■		■	■	■	■
Site Plan Sheet 1			■	■	■	■
Site Plan Sheet 2			■	■	■	■
Site Plan Sheet 3			■	■	■	■
Site Plan Sheet 4			■	■	■	■
Duct Bank Sections				■		■
Conduit Schedules 1						■

Exhibit A

Project 5067 | Design of Water Treatment Plant Filter Gallery Replacement and Rehabilitation

Discipline Sheet Description	BODR	Bid Package 1	Bid Package 2		Bid Package 3	
			60 Percent	90 & 100 Percent	60 Percent	90 & 100 Percent
Conduit Schedules 2						■
Conduit Schedules 3						■
Site Electrical Plans and Details 1						■
Site Electrical Plans and Details 2						■
Single Line Diagrams - Plant Overview Modifications	■	■			■	■
Single Line Diagram - Filter Distribution	■	■			■	■
Single Line Diagram - MCC	■	■			■	■
Electrical Equipment Elevations		■			■	■
Single Line Diagram - Existing MCC Modifications 1						■
Single Line Diagram - Existing MCC Modifications 2						■
Grounding Schematic						■
Filter Gallery - Power and Signal Plan 1						■
Filter Gallery - Lighting Plan 1						■
Filter Gallery - Power and Signal Plan 2						■
Filter Gallery - Lighting Plan 2						■
Filter Deck - Power and Signal Plan 1						■
Filter Deck - Lighting Plan 1						■
Filter Deck - Power and Signal Plan 2						■
Filter Deck - Lighting Plan 2						■
Filter Control Kiosks Electrical Plan - Typical						■

Exhibit A

Project 5067 | Design of Water Treatment Plant Filter Gallery Replacement and Rehabilitation

Discipline Sheet Description	BODR	Bid Package 1	Bid Package 2		Bid Package 3	
			60 Percent	90 & 100 Percent	60 Percent	90 & 100 Percent
Filter Interconnection Diagram - Typical						■
Blower Room Power and Signal Plan		■			■	■
Blower Room Lighting Plan		■			■	■
Blower Room Electrical Room Plan						■
Sodium Hypochlorite Area Power and Signal Plan						■
Sodium Hypochlorite Area Lighting Plan						■
Sodium Hypochlorite Interconnection Diagram						■
Control Schematics 1		■			■	■
Control Schematics 2		■			■	■
Equipment Control Schematics 1						■
Equipment Control Schematics 2						■
Control Schematic Modifications 1						■
Control Schematic Modifications 2						■
Single Line Demolition - Filters					■	■
Single Line Demolition - Gaseous Chlorine Area					■	■
Electrical Demolition Plan - Filters					■	■
Electrical Demolition Plan - Gaseous Chlorine					■	■
Demolition Photos - Filters					■	■
Demolition Photos - Gaseous					■	■
Instrumentation						
Process and Instrumentation Legend	■	■			■	■

Exhibit A

Project 5067 | Design of Water Treatment Plant Filter Gallery Replacement and Rehabilitation

Discipline Sheet Description	BODR	Bid Package 1	Bid Package 2		Bid Package 3	
			60 Percent	90 & 100 Percent	60 Percent	90 & 100 Percent
Details 1					■	■
Details 2						■
Details 3						■
Filter System	■	■			■	■
Filter 1	■	■			■	■
Filter 2	■	■			■	■
Filter 3	■	■			■	■
Filter 4	■	■			■	■
Filter 5	■	■			■	■
Filter 6	■	■			■	■
Air Scour Blower System	■	■			■	■
Backwash Support System	■	■			■	■
Chemical System Tanks	■	■			■	■
Chemical System Metering	■	■			■	■
Chemical System Distribution	■	■			■	■
Chemical System Support Systems 1	■	■			■	■
Chemical System Support Systems 2	■	■			■	■
Filter Control Console Elevation						■
PAC Removal I/O Control Panel Elevation						■
PLC CP Power Distribution						■
Network Drawing					■	■

Exhibit A

Project 5067 | Design of Water Treatment Plant Filter Gallery Replacement and Rehabilitation

RATE SHEET

Staff Title	Hourly Rate (unless otherwise specified), $
WEST YOST	
Principal/Vice President	$318
Engineering/Scientist/Geologist Manager II	$315
Engineering/Scientist/Geologist Manager I	$310
Principal Engineer/Scientist/Geologist II	$306
Principal Engineer/Scientist/Geologist I	$288
Senior Engineer/Scientist/Geologist II	$271
Senior Engineer/Scientist/Geologist I	$259
Associate Engineer/Scientist/Geologist II	$237
Associate Engineer/Scientist/Geologist I	$222
Engineer/Scientist/Geologist II	$207
Engineer/Scientist/Geologist I	$178
Administrative IV	$153
Administrative III	$138
Engineering Tech Manager II	$334
Engineering Tech Manager I	$332
CAD Manager	$200
CAD Designer II	$176
CAD Designer I	$156
TJCAA	
Cavanagh/Giorsetto	$322
Thow/MJE	$298
Andre Rauch	$273
Yu/AMB	$261
EAN/JAN	$249
HT	$236

Exhibit A

Project 5067 | Design of Water Treatment Plant Filter Gallery Replacement and Rehabilitation

Staff Title	Hourly Rate (unless otherwise specified), $
Project Engineer	$212
CAD	$158
Administration	$132
CAMMISA AND WPIF	
Principal	$245
Engineer (PE)	$140-215
Engineer	$135-205
Designer	$125-130
Business/Marketing Manager	$115
Administrative Assistant	$100
MCMILLEN JACOBS ASSOCIATES	
Principal	$335
Project Engineer	$190
Senior Staff Engineer	$180
SOUSA LAND SURVEYS	
One Person Survey Party	$230
Licensed Surveyor	$190
Survey Technician	$145
SUBTRONIC	
Utility Locator	$199
CAD	$160
Pothole Team per Day	$6,000/day
EWING CONSTRUCTION SERVICES	
Cost Estimating and Construction Services	$175

EXHIBIT B

COMPENSATION SCHEDULE

Exhibit B
Project 5067 | Design of Water Treatment Plant Filter Gallery Replacement and Rehabilitation

West Yost Associates **PROJECT: WTP Filter Rehabilitation Project**	P/VP $318 Chung	PE/PS/PG II $306 Thompson	EM/SM/GM II $315 Banyai	PE/PS/PG I $288 Smith	SE/SS/SG I $259 Sandelin	AE/AS/AG I $222 Engineer	PE/PS/PG II $306 Architect	CAD II $176 Barber	ADM III $138 WP	P/VP $318 Meyer	Labor			TJCAA	CWPIF	MJA	SLS	SUB	ECS	TJCA	JDH	TTI	Costs		
											Hours	Fee	Technology & Admin 6%	Structural	HVAC	Geotech	Survey	Potholing	Construct	Elect/I&C	Corrosion	Modeling	Sub. w/ markup 10%	Other Direct	Total Costs
Task 1 Project Management																									
1.01 Develop Project Development Team	2	4	4								10	$ 3,120	$ 187												$ 3,307
1.02 Develop Project Plan	2	8	2							2	14	$ 4,350	$ 261												$ 4,611
1.03 Conduct Kickoff/Brainstorming Session	4	8	8	8	8					4	40	$ 11,888	$ 713											$ 200	$ 12,801
1.04 Conduct Monthly PDT Meetings	4	60	48	8	6	8			12	16	162	$ 47,130	$ 2,828									$ 18,500	$ 20,350	$ 400	$ 70,708
1.05 Ongoing Project Management	4	66	28						36		134	$ 35,256	$ 2,115												$ 37,371
1.06 Prepare/Implement QA/QC Program	2	4	4							8	18	$ 5,664	$ 340												$ 6,004
Subtotal, Task 1 (hours)	**18**	**150**	**94**	**16**	**14**	**8**	**0**	**0**	**48**	**30**	**378**														
Subtotal, Task 1 ($)	**$ 5,724**	**$ 45,900**	**$ 29,610**	**$ 4,608**	**$ 3,626**	**$ 1,776**			**$ 6,624**	**$ 9,540**		**$ 107,408**	**$ 6,444**									**$ 18,500**	**$ 20,350**	**$ 600**	**$ 134,802**
Task 2 Preliminary Investigation and Design																									
2.01 Preliminary Meeting with City	2	4	4	4	4						18	$ 5,308	$ 318											$ 200	$ 5,826
2.02 Review Background Information		8	12	12	12	8					52	$ 14,568	$ 874												$ 15,442
2.03 Conduct Site Visit		8	8	8	8						32	$ 9,344	$ 561											$ 300	$ 10,205
2.04 Perform Survey			2	4				4			10	$ 2,486	$ 149				$ 19,990						$ 21,989	$ 100	$ 24,724
2.05 Perform Potholing			2	12							14	$ 4,086	$ 245					$ 35,772					$ 39,349	$ 100	$ 43,780
2.06 Perform Soil Investigations		8	8	8						2	26	$ 7,908	$ 474			$ 48,640					$ 56,960		$ 116,160	$ 100	$ 124,642
2.07 Perform Filter Modeling		24	8		24				4	8	68	$ 19,176	$ 1,151									$ 57,040	$ 62,744		$ 83,071
2.08 Prepare a Draft BODR		40	24	12	120	80			12	8	296	$ 76,296	$ 4,578	$ 12,538	$ 22,300					$ 73,100		$ 38,865	$ 161,483		$ 242,357
2.09 Prepare Basis of Design Drawings		16	32	120		160		240		16	584	$ 132,384	$ 7,943												$ 140,327
2.10 Prepare Class 4 Construction Estimate		2	4	8	4	40				4	62	$ 15,364	$ 922						$ 4,200				$ 4,620		$ 20,906
2.11 Prepare a MS Project Schedule		2	2	8		4				4	20	$ 5,706	$ 342						$ 2,205				$ 2,426		$ 8,474
2.12 Conduct BODR Workshop	2	8	8	4	8				2		32	$ 9,104	$ 546											$ 200	$ 9,850
2.13 Prepare Final Basis of Design Report		4	4		16	16			8		48	$ 11,284	$ 677												$ 11,961
2.14 Present BODR to City Council		8	8								16	$ 4,968	$ 298											$ 200	$ 5,466
Subtotal, Task 2 (hours)	**4**	**132**	**126**	**200**	**196**	**308**	**0**	**244**	**26**	**42**	**1278**														
Subtotal, Task 2 ($)	**$ 1,272**	**$ 40,392**	**$ 39,690**	**$ 57,600**	**$ 50,764**	**$ 68,376**		**$ 42,944**	**$ 3,588**	**$ 13,356**		**$ 317,982**	**$ 19,079**	**$ 12,538**	**$ 22,300**	**$ 48,640**	**$ 19,990**	**$ 35,772**	**$ 6,405**	**$ 73,100**	**$ 56,960**	**$ 95,905**	**$ 408,771**	**$ 1,200**	**$ 747,032**

Task 3 Detailed Design - Bid Package 1																									
3.01 Equipment Pre-purchase Kickoff	2	4	4	4							14	$ 4,272	$ 256											$ 200	$ 4,728
3.02 Prepare Draft Pre-purchase Docs		16	16	60		80		60		4	236	$ 56,808	$ 3,408	$ 14,612					$ 2,800	$ 49,400			$ 73,493		$ 133,710
3.03 Conduct Pre-purchase Workshop	2	8	8	8							26	$ 7,908	$ 474											$ 200	$ 8,582
3.04 Issue Final Pre-purchase Documents		8	8	12		40		16		2	86	$ 20,756	$ 1,245												$ 22,001
Subtotal, Task 3 (hours)	**4**	**36**	**36**	**84**	**0**	**120**	**0**	**76**	**0**	**6**	**362**														
Subtotal, Task 3 ($)	**$ 1,272**	**$ 11,016**	**$ 11,340**	**$ 24,192**		**$ 26,640**		**$ 13,376**		**$ 1,908**		**$ 89,744**	**$ 5,385**	**$ 14,612**					**$ 2,800**	**$ 49,400**			**$ 73,493**	**$ 400**	**$ 169,022**
Task 4 Detailed Deaign - Bid Package 2																									
4.01 Conduct 60% Kickoff Meeting	2	8	8								18	$ 5,604	$ 336											$ 200	$ 6,140
4.02 Prepare 60% Drawings		16	16	40		80		120		8	280	$ 62,880	$ 3,773							$ 15,000			$ 16,500		$ 83,153
4.03 Prepare 60% Specifications		8	8	4		12			8	8	48	$ 12,432	$ 746												$ 13,178
4.04 60% Class 3 Cost Estimate		2	2	2		8				2	16	$ 4,230	$ 254						$ 16,751				$ 18,426		$ 22,910
4.05 Conduct 60% Review Workshop	2	8	8	4							22	$ 6,756	$ 405											$ 200	$ 7,361
4.06 Condcut 90% Kickoff Meeting	2	8	8								18	$ 5,604	$ 336											$ 200	$ 6,140
4.07 Prepare 90% Drawings		16	16	20		60		80		12	204	$ 46,912	$ 2,815	$ 9,894						$ 33,100			$ 47,293		$ 97,020
4.08 Prepare 90% Specifications		8	8	12		24			16	12	80	$ 19,776	$ 1,187			$ 2,280							$ 2,508		$ 23,471
4.09 90% Class 2 Cost Estimate		2	2	2		4				2	12	$ 3,342	$ 201						$ 19,581				$ 21,539		$ 25,082
4.10 Conduct 90% Review Workshop	2	8	8								18	$ 5,604	$ 336											$ 200	$ 6,140
4.11 Conduct 100% Submittal Meeting		8	8								16	$ 4,968	$ 298											$ 200	$ 5,466
4.12 100% Bid Documents		12	12	12		40		40	8	8	132	$ 30,476	$ 1,829						$ 5,107	$ 5,000			$ 11,118		$ 43,422
Subtotal, Task 4 (hours)	**8**	**104**	**104**	**96**	**0**	**228**	**0**	**240**	**32**	**52**	**864**														
Subtotal, Task 4 ($)	**$ 2,544**	**$ 31,824**	**$ 32,760**	**$ 27,648**		**$ 50,616**		**$ 42,240**	**$ 4,416**	**$ 16,536**		**$ 208,584**	**$ 12,515**	**$ 9,894**		**$ 2,280**			**$ 41,439**	**$ 53,100**			**$ 117,384**	**$ 1,000**	**$ 339,483**

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Exhibit B
Project 5067 | Design of Water Treatment Plant Filter Gallery Replacement and Rehabilitation

West Yost Associates **PROJECT: WTP Filter Rehabilitation Project**	P/VP $318 Chung	PE/PS/PG II $306 Thompson	EM/SM/GM II $315 Banyai	PE/PS/PG I $288 Smith	SE/SS/SG I $259 Sandelin	AE/AS/AG I $222 Engineer	PE/PS/PG II $306 Architect	CAD II $176 Barber	ADM III $138 WP	P/VP $318 Meyer	Labor Hours	Labor Fee	Technology & Admin 6%	TJCAA Structural	CWPIF HVAC	MJA Geotech	SLS Survey	SUB Potholing	ECS Construct	TJCA Elect/I&C	JDH Corrosion	TTI Modeling	Costs Sub. w/ markup 10%	Costs Other Direct	Costs Total Costs
Task 5 ***Detailed Design - Bid Package 3***																									
5.01 Conduct 60% Kickoff Meeting	2	8	8								18	$ 5,604	$ 336												$ 6,140
5.02 Prepare 60% Drawings		24	24	160		240	80	480		12	1020	$ 227,040	$ 13,622	$ 100,000	$ 25,000					$ 90,000			$ 236,500		$ 477,162
5.03 Prepare 60% Specifications		8	8	8		60	8		12	12	116	$ 28,512	$ 1,711												$ 30,223
5.04 60% Class 3 Cost Estimate		2	2	4		8				2	18	$ 4,806	$ 288						$ 32,963				$ 36,259		$ 41,354
5.05 Conduct 60% Review Workshop	2	8	8							4	22	$ 6,876	$ 413											$ 200	$ 7,489
5.06 Condcut 90% Kickoff Meeting	2	8	8								18	$ 5,604	$ 336											$ 200	$ 6,140
5.07 Prepare 90% Drawings		32	32	120		200	40	360		16	800	$ 179,520	$ 10,771	$ 90,000	$ 32,400					$ 182,400			$ 335,280		$ 525,571
5.08 Prepare 90% Specifications		8	8	24		40	16		24	16	136	$ 34,056	$ 2,043			$ 2,280							$ 2,508		$ 38,607
5.09 90% Class 2 Cost Estimate		2	2	2		8				4	18	$ 4,866	$ 292						$ 35,989				$ 39,588		$ 44,746
5.10 Conduct 90% Review Workshop	2	8	8								18	$ 5,604	$ 336											$ 200	$ 6,140
5.11 Conduct 100% Submittal Meeting		8	8								16	$ 4,968	$ 298											$ 200	$ 5,466
5.12 100% Bid Documents		16	16	20		60	12	100	8	12	244	$ 55,208	$ 3,312	$ 20,538	$ 5,000				$ 13,552	$ 20,000			$ 64,999		$ 123,519
Subtotal, Task 5 (hours)	**8**	**132**	**132**	**338**	**0**	**616**	**156**	**940**	**44**	**78**	**2444**														
Subtotal, Task 5 ($)	**$ 2,544**	**$ 40,392**	**$ 41,580**	**$ 97,344**		**$ 136,752**	**$ 47,736**	**$ 165,440**	**$ 6,072**	**$ 24,804**		**$ 562,664**	**$ 33,760**	**$ 210,538**	**$ 62,400**	**$ 2,280**			**$ 82,504**	**$ 292,400**			**$ 715,134**	**$ 1,000**	**$ 1,312,558**
Task 6 ***Regulatory Requirements and Permits***																									
6.01 Assist with City Permitting	2	4	20	8	8	16	20	16	4	4	102	$ 26,848	$ 1,611		$ 6,500								$ 7,150	$ 200	$ 35,809
6.02 Assist with Permitting	2	12	8	8	8		8	16	4	4	70	$ 18,292	$ 1,098											$ 200	$ 19,590
Subtotal, Task 6 (hours)	**4**	**16**	**28**	**16**	**16**	**16**	**28**	**32**	**8**	**8**	**172**														
Subtotal, Task 6 ($)	**$ 1,272**	**$ 4,896**	**$ 8,820**	**$ 4,608**	**$ 4,144**	**$ 3,552**	**$ 8,568**	**$ 5,632**	**$ 1,104**	**$ 2,544**		**$ 45,140**	**$ 2,708**		**$ 6,500**								**$ 7,150**	**$ 400**	**$ 55,398**
Task 7 ***Bid Period***																									
7.01 Respond to Bid Package 1 Questions		2	2	2		6			2	2	16	$ 4,062	$ 244												$ 4,306
7.02 Prepare Bid Package 1 Addenda	2	2	2	2		4		4	2	2	20	$ 4,958	$ 297						$ 600	$ 2,000			$ 2,860		$ 8,115
7.03 Attend Bid Package 2 Pre-bid Meeting			4								4	$ 1,260	$ 76											$ 100	$ 1,436
7.04 Respond to Bid Package 2 Questions		2	2	4		8			2	2	20	$ 5,082	$ 305												$ 5,387
7.05 Prepare Bid Package 2 Addenda	2	2	2	6		8		6	2	2	30	$ 7,350	$ 441	$ 2,000					$ 600	$ 4,000			$ 7,260		$ 15,051
7.06 Attend Bid Package 3 Pre-bid Meeting			4								4	$ 1,260	$ 76											$ 100	$ 1,436
7.07 Respond to Bid Package 3 Questions		2	2	8		12			2	2	28	$ 7,122	$ 427												$ 7,549
7.08 Prepare Bid Package 3 Addenda	2	2	2	8		12		8	2	2	38	$ 9,166	$ 550	$ 9,596	$ 5,800				$ 600	$ 10,500			$ 29,146		$ 38,862
Subtotal, Task 7 (hours)	**6**	**12**	**20**	**30**	**0**	**50**	**0**	**18**	**12**	**12**	**160**														
Subtotal, Task 7 ($)	**$ 1,908**	**$ 3,672**	**$ 6,300**	**$ 8,640**		**$ 11,100**		**$ 3,168**	**$ 1,656**	**$ 3,816**		**$ 40,260**	**$ 2,416**	**$ 11,596**	**$ 5,800**				**$ 1,800**	**$ 16,500**			**$ 39,266**	**$ 200**	**$ 82,141**
TOTAL (hours)	**52**	**582**	**540**	**780**	**226**	**1,346**	**184**	**1,550**	**170**	**228**	**5,658**														
TOTAL ($)	**$ 16,536**	**$ 178,092**	**$ 170,100**	**$ 224,640**	**$ 58,534**	**$ 298,812**	**$ 56,304**	**$ 272,800**	**$ 23,460**	**$ 72,504**		**$ 1,371,782**	**$ 82,307**	**$ 259,178**	**$ 97,000**	**$ 53,200**	**$ 19,990**	**$ 35,772**	**$ 134,948**	**$ 484,500**	**$ 56,960**	**$ 114,405**	**$ 1,381,548**	**$ 4,800**	**$ 2,840,437**

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Exhibit C

Project 5067 - Design of Water Treatment Plant Filter Gallery Replacement and Rehabilitation

ID	Task Name
1	**Notice to Proceed**
2	***Task 1 - Project Management***
3	Develop Project Development Team
4	Develop Project Plan
5	Kickoff Meeting and Brainstorming Session
6	Ongoing Project Management and QA/QC
7	***Task 2 - Preliminary Investigation and Design***
8	Preliminary Meeting with City
9	Review Background Information
10	Conduct Site Visits
11	Perform Survey
12	Conduct Potholing
13	Perform Geotechnical Engineering
14	Basis of Design Report
15	Develop Draft Report
16	Develop Drawings
17	Develop Estimated Construction Cost and Schedule
18	Finalize Draft Report
19	Submit Draft Report
20	City Review
21	BODR Workshop
22	Incorporate Comments
23	Final Report
24	Present BODR to City Council
25	***Task 3 - Detailed Design - Bid Package 1***
26	Equipment Pre-purchase Kickoff Meeting
27	Prepare Draft Pre-purchase Documents
28	Submit Draft Pre-purchase Documents
29	City Review
30	Conduct Pre-purchase Review Workshop
31	Issue Final Pre-purchase Documents
32	**Task 4 - Detailed Design - Bid Package 2**
33	**60 Percent Design Submittal**
34	Conduct 60 Percent Kickoff Meeting
35	Prepare 60 Percent Submittal

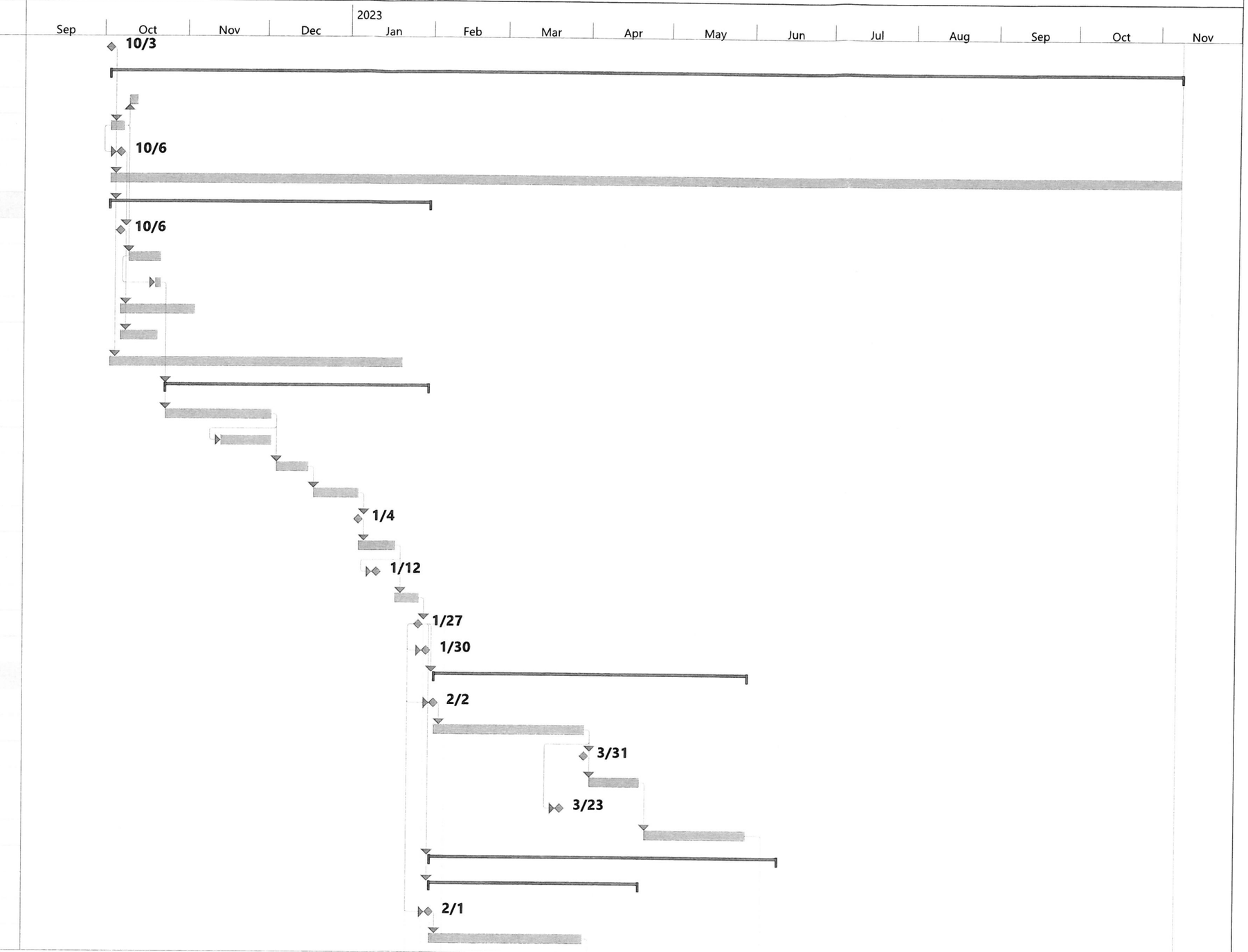
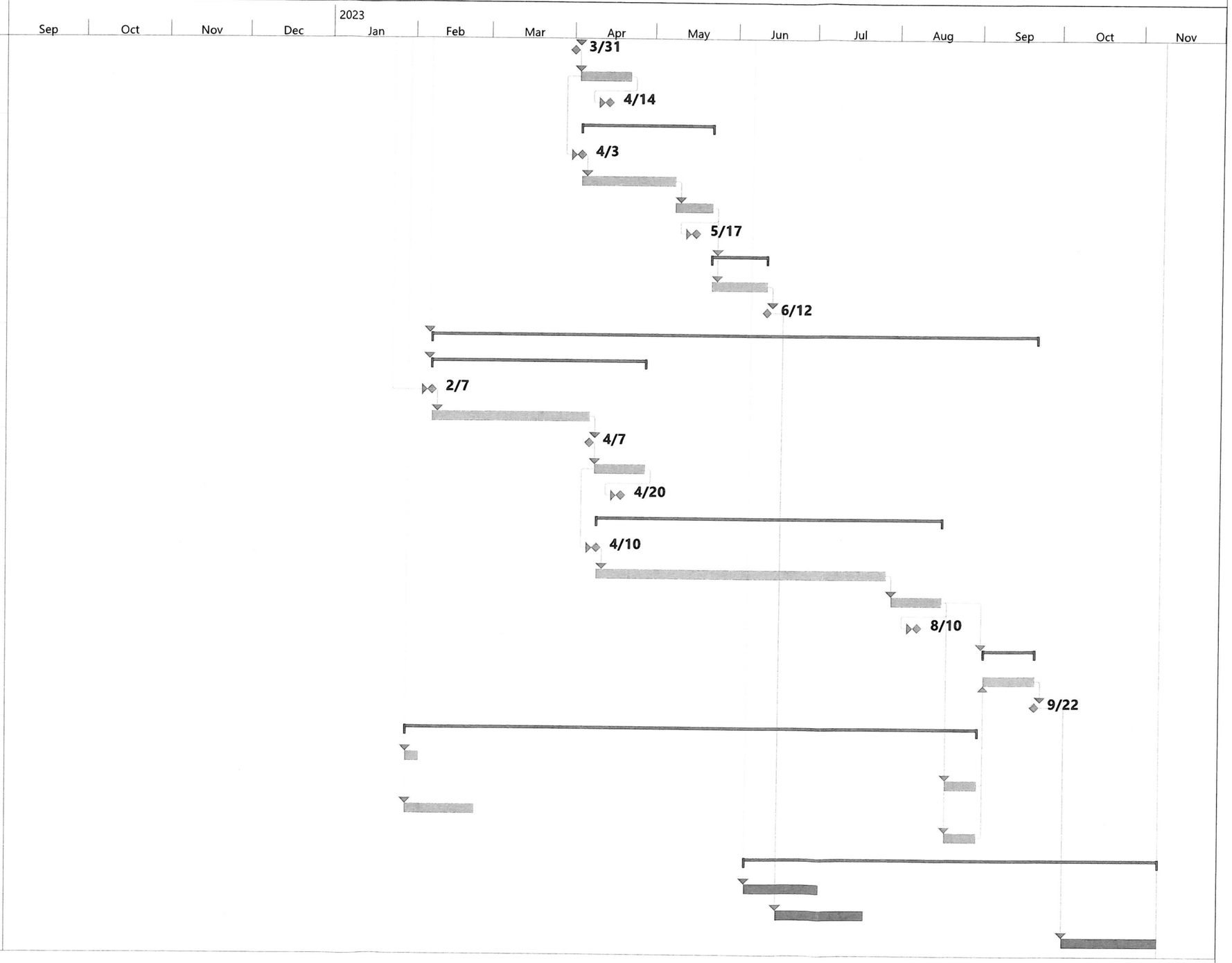


Exhibit C
Project 5067 - Design of Water Treatment Plant Filter Gallery Replacement and Rehabilitation

ID	Task Name
36	Submit 60 Percent Submittal
37	City Review
38	60 Percent Design Review Workshop
39	**90 Percent Design Submittal**
40	Conduct 90 Percent Kickoff Meeting
41	Prepare 90 Percent Submittal
42	City Review
43	90 Percent Design Review Workshop
44	**100 Percent Bid Documents**
45	Prepare 100 Percent Documents
46	Submit 100 Percent Bid Documents
47	**Task 5 - Detailed Design - Bid Package 3**
48	**60 Percent Design Submittal**
49	Conduct 60 Percent Kickoff Meeting
50	Prepare 60 Percent Submittal
51	Submit 60 Percent Submittal
52	City Review
53	60 Percent Design Review Workshop
54	**90 Percent Design Submittal**
55	Conduct 90 Percent Kickoff Meeting
56	Prepare 90 Percent Submittal
57	City Review
58	90 Percent Design Review Workshop
59	**100 Percent Bid Documents**
60	Prepare 100 Percent Documents
61	Submit 100 Percent Bid Documents
62	**Task 6 - Regulatory Requirements and Permitting**
63	Initial Meetings with City Departments
64	City Permitting
65	Initial Meetings with State and Federal Agencies
66	State and Federal Permitting
67	**Task 7 - Bid Period**
68	Bid Package 1
69	Bid Package 2
70	Bid Package 3



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: Lindsay Smith, for:

Greg Chung, P.E., Principal-In-Charge

WESTYOS-01 MICHAELA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	CONTACT NAME: Gigi Yuen PHONE (A/C, No, Ext): (925) 660-3514 50008 FAX (A/C, No): (925) 416-7869 E-MAIL ADDRESS: Gigi.Yuen@ioausa.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : RLI Insurance Company — 13056
INSURED West Yost & Associates, Inc. 2020 Research Park Drive Suite 100 Davis, CA 95618	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR			PSB0009675	9/1/2022	9/1/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			PSA0003122	9/1/2022	9/1/2023	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR			PSE0004755	9/1/2022	9/1/2023	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	[ ] DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			PSW0005293	9/1/2022	9/1/2023	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liab.			RDP0048148	9/1/2022	9/1/2023	Per Claim	1,000,000
A	Professional Liab.			RDP0048148	9/1/2022	9/1/2023	Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All operations of the Named Insured, including the aforementioned project, if any.
General Liability: The City of Pittsburg, its officers, officials, employees, agents, and volunteers are included as Additional Insured on Primary & Non-Contributory basis with Waiver of Subrogation included, as required by written contract.
Workers' Compensation: The City of Pittsburg, its officers, officials, employees, agents, and volunteers are included as per attached Waiver of Subrogation Endorsement, as required by written contract.
Auto Liability: The City of Pittsburg, its officers, officials, employees, agents, and volunteers are included as Additional Insured with Waiver of Subrogation included, as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
City of Pittsburg 65 Civic Avenue Pittsburg, CA 94565	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Policy Number: PSB0009675
Named Insured: West Yost & Associates, Inc.

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS
BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
   - **a.** In the performance of your ongoing operations;
   - **b.** In connection with premises owned by or rented to you; or
   - **c.** In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:
   - **a.** This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
   - **b.** This insurance does not apply to the rendering of or failure to render any "professional services".
   - **c.** This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

   However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:
   - **a.** The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
   - **b.** The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

   We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

POLICY NO. PSA0003122

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Bus-iness Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSI-NESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

   Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and
2. Any:
   a. Overdue lease/loan payments at the time of the "loss";

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be ____2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.	Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured
West Yost & Associates, Inc.

Policy No. PSW0005293
Insurance Company
RLI Insurance Company

Endorsement No.

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Exhibit A - Project Budget Summary
Project 5067 Water Treatment Plant Filter Replacement

Project Funding:			
	Water Revenue Bonds		$45,800,000
		Funding Total	**$45,800,000**
Project Expenditures:			
Design:			
(Code 2122)	Design Consultant		$2,840,437
	Design Contingency (15%)		$426,066
	Project Management		$662,000
		Subtotal	**$3,928,503**
Construction			
(Code 2281)	Construction		$41,871,497
		Estimated Total Expenditures	**$45,800,000**

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing Execution of a Consultant Agreement for Design of Project 5067 Water Treatment Plant Filter Replacement	RESOLUTION NO. 22

WHEREAS, in May 2022, Pittsburg sold municipal bonds to fund the 45.8-million-dollar Project 5067 Water Treatment Plant Filter Replacement (the "Project"); and

WHEREAS, the Project is for the design and construction of new dual media filters and the rehabilitation of existing ones; and

WHEREAS, the Project will additionally replace segments of existing piping that have deteriorated and install new yard piping to serve the new facilities; and

WHEREAS, staff estimates the total cost for design services and assistance with permitting, bid support, and a 15% design contingency to be $3,266,502; and

WHEREAS, staff requests that funds from the municipal bond sale be used to fund the cost of design and bidding; and

WHEREAS, West Yost and Associates, Inc. was selected for the Project with a total bid price of $2,840,437 based on their experience with the designs of other water treatment facilities, their staff expertise, and their previous history of providing high-quality design services to public entities.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the City Manager to execute an agreement with West Yost and Associates, Inc. for design of Project 5067, Water Treatment Plant Filter Replacement in an amount not to exceed $2,840,437.

BE IT FURTHER RESOLVED that a 15% contingency budget of $426,065 is authorized to fund unforeseen additional design services for the project, and the City Manager is authorized to amend the agreement accordingly..

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th the day of September 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 Authorizing the City Manager to Negotiate and Execute a Consultant Agreement for Design Services for the Reviving the Heart of Pittsburg Pride Project

MEETING DATE: September 19, 2022

EXECUTIVE SUMMARY

Reviving the Heart of Pittsburg Pride Project is a project that aims to beautify the Railroad Avenue corridor from Civic Avenue to 10th street through landscaping, art installation, park development and more, collectively known as the “Project”.

FISCAL IMPACT

The proposed design services fee for the Project is $486,563. Funding for the proposed design will come from Clean California Local grant as shown in the Budget Summary attached as Exhibit “A” to this staff report.

RECOMMENDATION

City Council adopt a Resolution to negotiate and execute a Consultant Agreement for $486,563 for the Design Services for the Reviving the Heart of Pittsburg Pride Project.

BACKGROUND

In 2009, the City of Pittsburg completed the Railroad Avenue Specific Plan outlining various community resource improvements including improving street rights-of-way, activating public spaces, reclaiming auto-oriented public realm for pedestrians and creating an expanded network of parks, entry plazas and pedestrian friendly spaces.

Building on the specific plan goals, the proposed Project is planned to beautify the landscape with improvements that will bring color and guidance to Pittsburg Old Town. It will:

- Install art at the medians on Railroad Avenue that will guide individuals into the downtown area.

- Create a new park with a mini amphitheater on Railroad Avenue and 17th Street that will add much needed green space.
- Add a Gateway Monument sculpture, spelling 'Pittsburg' in large block letters that demonstrate the pride of many generations of Pittsburg residents.
- Add a welcoming gateway on 10th Street to let visitors and residents know they have reached the downtown.

Staff sought, received, and accepted the Caltrans Clean California Local Grant on June 6, 2022 by City Council Resolution 22-14105. In addition, the Pittsburg Power Company (PPC) allocated the matching funds on June 6, 2022 by PPC Resolution 22-433.

SUBCOMMITTEE FINDINGS

The funding for the required grant match was discussed in the PPC Subcommittee on May 24, 2022.

STAFF ANALYSIS

Request for Proposals/Request for Qualification (RFP/RFQ) were sent out to fifteen design firms and the information was also shared with the design marketing outreach firm of IMS for further distribution within the design community. The RFP/RFQ was also posted to the City's website for all interested vendors to review.

On July 20, 2022, proposals were received from four consultants. Staff's Consultant Selection Committee members reviewed each proposal and conducted interviews of all four. Gates + Associates was ranked as the most qualified after interviews based on firm's project approach, proposed schedule, propose budget, and firm's experience with public works projects among others.

Gates + Associates was selected for design of the Project based on their experience with design of other gateways signage and beautification and park projects, staff expertise, and previous history of providing high quality design services to the City as well as other public entities. Gates + Associates' previous work includes the Cities of Oakley's main street improvements and gateway, Pismo Beach's entry signage, and Angels Camp's wayfinding plan.

ATTACHMENTS: Resolution
Exhibit A- Budget Summary

Report Prepared By: Zuna Barker Portillo, Registered Environmental Health Specialist

Railroad Ave Beautification Project
Budget Summary

Project Funding

	Clean California Local Grant
	Pittsburg Power Company Match
Project NO. 3019	**Funding Total**

Project Expenditures:

Design: (Code 2122)	Design Consultant Services	
		Subtotal
Miscellaneous: (Code 1399)	Advertising	
		Subtotal
Construction: (Code 2281)	Est. Construction Contract	
	Contingency (~10%)	
		Subtotal
Wages/Benefits (Code 1101)	Staff Time for Design Management	
	Staff Time for Construction Management	
		Subtotal
Admin Overhead (Code 2372)	Staff Time for Design Management	
	Staff Time for Construction Management	
		Subtotal
		Estimated Expenditures Total

$2,891,962
$413,137
$3,305,099

$486,563.00
$486,563.00

$1,010
$1,010

$2,234,796
$223,480
$2,458,276

$89,813
$89,813
$179,625

$89,813
$89,813
$179,625

$3,305,099

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Negotiate)
And Execute a Consultant Agreement for) RESOLUTION NO.
Design Services for the Reviving the Heart)
Pittsburg Pride Project)

WHEREAS, building on the 2009 Railroad Avenue Specific Plan, the Reviving the Heart of Pittsburg Pride is a project that aims to beautify the Railroad Avenue corridor from Civic Avenue to 10th street through landscaping, art installation, park development and more (Project); and

WHEREAS, based on the Project contents, staff estimated the cost for design services and assistance with permitting, design and bid and construction support to be $486,563; and

WHEREAS, after release and advertisement of Requests for Proposal and Qualification, four responses were received, and each firm was interviewed; and

WHEREAS, Gates + Associates was selected for design of the Project based on their experience with design of other gateways signage, beautification and park projects, staff expertise, and previous history of providing high quality design services to the City as well as other public entities.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to negotiate and execute a consultant agreement for design services and to allocate $486,563 for this effort. Be it further resolved that the City Manager is authorized to execute such further documents and take such further actions as may be necessary or appropriate to carry out the City's obligations pursuant to this Resolution and Project.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th the day of September 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 City Council Resolution Authorizing the City Manager to Execute a Contract for the Purchase of a Towable Generator

MEETING DATE: September 19, 2022

EXECUTIVE SUMMARY

The City's towable generator was retired several years ago and a replacement has not been purchased. The generator is a vital piece of equipment for use in emergency situations as well as projects and events. Staff recommends a new customized towable generator be purchased. If approved, this resolution will authorize a purchase contract with CD & Power for a new towable generator.

FISCAL IMPACT

None from this action. The City Council approved sufficient funds for the purchase of the generator with adoption the City's Operating Budget for Fiscal Year 2022-23 (Resolution 22-14107), including the Water Operations – Water Lines (501-44101) and Sewer Operations budget accounts (521-45254). This is an appropriate use of these funds.

RECOMMENDATION

City Council adopt the attached Resolution authorizing the City Manager to execute a purchase contract with CD & Power in the amount of $104,161.39, for purchase of a DCA125 trailer mounted generator.

BACKGROUND

The Public Works Department is responsible for the maintenance of a variety of equipment. Once a vital piece of equipment, the towable generator was retired several years ago. The purchase of a replacement generator has been delayed for several years for various reasons.

The generator is critical for emergency situations and can help with routine maintenance. It will be used to provide immediate and temporary back-up power on an as-needed basis in city buildings and facilities that may experience varying scales of power outages due to emergencies or catastrophic events. Additionally, it can be used for backup power to pump stations, power shutdowns during scheduled or unplanned repairs, and other emergency operation center situations. The generator is also useful for powering events and infrastructure projects as needed.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Staff identified the specific functions a generator would need to fulfill the City's requirements. Staff solicited bids from two possible vendors that could meet the specifications. CD & Power was the only vendor able to provide a generator to meet all of the City's requisites. Additionally, CD & Power is able to deliver the generator after receiving a Purchase Order within a reasonable timeframe.

Staff recommends City Council approve the attached resolution authorizing the City Manager to execute a contract with CD & Power, in the amount of $104,161.39, for the purchase of a new DCA125 towable generator with required special equipment and parts.

ATTACHMENTS: Resolution
CD & Power Quote

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

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter Of:

Resolution to Authorize City Manager) RESOLUTION NO. 22-
To Execute a Contract for the Purchase)
Of a Towable Generator)

WHEREAS, a towable generator is a critical piece of equipment for emergency center operations, temporary back-up power for pump stations and facilities and is useful for powering events and projects; and,

WHEREAS, the City's towable generator was retired several years ago and never replaced; and,

WHEREAS, staff obtained a price quotation from CD & Power, of Martinez, California. for a custom towable generator and,

WHEREAS, CD & Power is the sole source for the custom towable generator with features required by the City; and,

WHEREAS, sufficient funds to accommodate the purchase are available in the previously approved City operating budget for Fiscal Year 2022/23 for Water and Sewer Operations.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby approves and authorizes the City Manager to authorize the execution of a contract with CD & Power in the amount of $104,161.39, for the purchase of a new custom towable generator.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of September 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

August 24, 2022 QUOTE#QPITBU82422AG-125-REV2

Pittsburg Police Department
65 Civic Ave
Pittsburg, CA 94565
Attn: Adam Weber
E-Mail: AWeber@pittsburca.gov
Phone: (925) 252-4884 / (925) 270-9751

RE: Trailer Generator – DCA125
Thank you for the opportunity to provide pricing for the generator set and system accessories son the above referenced project. We are pleased to quote as follows:

ITEM 1: Equipment

One(1) Multi Quip DCA125SSIU4F Trailer Mounted Generator

- Isuzu BR-4HK1X Diesel Engine
- EPA Tier 4 Final, Certified
- Water Cooled, 1800 RPM
- 110Kw, Standby Rating, 100kw Prime Rating
- Multi Voltage, 139/240V 3ph, 277/480V 3ph, 120/240V 1 ph, 60 Hz
- ECU845 Controller
- Sub-base Fuel Tank, 169 gal, 24 hr run @ full load
- Sound Attenuated Enclosure, 66 dba @23 ft
- Main Line Circuit Breaker 300 Amp
- Hydraulic Brake Trailer
- Options: Power Balance Kit, (1) Set Cam Lok, Battery Charger, Coupler 3" Pintle
- 10000 lb GVWR 2 axle trailer with coupler

Scope of Work

- Equipment Only
- 4 Hour break in Load Bank Complete
- Unit Full of Diesel fuel and D.E.F.
- DMV Registration

Price - Will Call 150 Nardi Lane MTZ - - - - - - - - - - - - - $ 96,150.71 (+tax)
Tax – Contra Costa County = $8,010.68
Grand Total Including Tax - Will Call 150 Nardi Lane MTZ = $104,161.39
limited stock - 1 remains in stock

Possible Adders:

- None

Quotation Notes:

- Estimate lead time is 0 weeks after receipt of order & signed submittal is returned
- Delivery time is an estimate and subject to change
- Submittals can be provided in 2 weeks from receipt of order
- Permits, Engineering, Special Inspection, Delivery, Training, Installation **not** included
- Any other work except stated above not included

Clarifications:

1. This proposal is in accordance with your verbal request. We are not responsible for any errors in sizing of equipment. Therefore, it should be reviewed by an engineer prior to purchase.
2. Upon review, additional charges may be required and thus requoted, if engineering or city inspectors require changes to the initial design we've proposed.
3. OSHPD paperwork and certification are excluded. This is the responsibility of the customer.
4. **All permits must be obtained prior to installation of the equipment.**
5. For Diesel Engine Generators. **Do not fuel until pressurized Tank Testing is complete** and signed off by local Hazmat authority.
6. "Engines located on or near school grounds: New Stationary emergency standby diesel-fueled engines (>50 bhp) located on school grounds or 100m or less from a school which exists at the date the application for Permit to Construct or Permit to Operate is deemed complete, whichever is earlier shall emit diesel PM at a rate less than or equal to 0.01 g/bhp-hr" which means that a PM Filter will be necessary. If the generator is within 100 meters of a Kindergarden-12th grade school and there is not a price for a PM Filter on this quote please contact us immediately.
7. Some local AHJ's will require field inspections, additional testing, interconnection with a Fire Alarm system or BMS, or verifying functionality on certain components/alarms/monitoring. We are bidding to the plans and specifications provided and cannot cover any and all potential testing that may be requested by AHJ's. We are bidding to a design spec for a project awarded based on pricing. It is the responsibility of the Consulting/Specifying Engineer to provide the required information to bid the project properly. Typically, the testing/inspection does not require attendance by a CDP technician but in certain instances it does. Please contact us with the specific requirements in writing that apply to your project (from your approved fire permit, County HazMat permit or your inspection corrections) once you have them and our Service Department can quote it accordingly

Pricing:	Valid 15-Days from date on quote. Pricing may be adjusted after submittals and air quality acceptance. Any material pricing increase of 10% or more from date of quote will result in charge order for additional material cost.
Restocking:	A restocking fee of 15% will apply for cancellation after receipt of purchase order and up to 60 days prior to scheduled order shipment date. Cancellation 60 days or less before scheduled shipment date will result in full PO charges.
Storage:	CD & Power will not be held responsible for damage, burglary or vandalism that may occur while equipment is stored at our facility. Storage for more than one month will result in a $100.00/week storage fee. A secondary shipping and/or crane charge to jobsite may also apply.
Supply chain:	Delays due to supply chain issues can be expected. CD & Power is not responsible for parts delay, additional cost for delay in parts for repair is at customer's expense. Material cost increases incurred during contract period of more than 3% will be added to the cost of the project.

Please do not hesitate to give us a call with questions or concerns.
Sincerely,

Alex Grijalva
Sales Project Coordinator
925-229-2700 ext. 112
AlexG@gotpower.com

James Kim
Sales Engineer
925-229-2700 ext. 128
James@gotpower.com

Mike Sartorio
Business Development Manager
925-229-2700 ext. 134
MSartorio@gotpower.com

CONDITIONS OF SALE

The Terms and Conditions of Sale below constitute an Agreement between CD & Power and Customer. The provisions of this agreement supersede all prior agreements, negotiations, representations and warranties whether written, oral or otherwise, and no waiver, alteration, or modification of this agreement shall be binding unless agreed to in writing and signed by both CD & Power and customer.

QUOTATIONS are valid for thirty (30) days from the date of quotation unless agreed to in writing by CD & Power. Any material pricing increase of 10% or more from date of quote will result in charge order for additional material cost A Quotation is not a valid acceptance of an offer to sell unless (1), a Purchase Order signed by an authorized representative of the Customer is received by CD & Power or (2), approved by CD & Power Credit Department. Equipment in stock is subject to prior sale.

A recent California Air Resources Board rule requires that a particulate trap be added to generators for jobs located at or within 100 meters of a school grades K through 12 or day care centers. If your jobsite is within these requirements we will be glad to provide you price adders for the installation of a particulate filter.

SPECIAL ORDERS - A nonrefundable deposit is required for all special order equipment and accessories. The deposit will be applied against the balance of the equipment invoice and cancellation charges, if any.

CHANGES AND MODIFICATIONS - Customer agrees to pay for any changes in scope, design or work plan from that ordered. CD & Power shall have the right to subcontract any or all work covered by the sale. Sale is non-assignable by the Customer without prior written approval of CD & Power.

TERMS - All billings are net fifteen (15) days from the date of invoice upon credit approval. Retention is not acceptable. Customers not adhering to payment terms agree to pay delinquency charges of 1.5% per month or the maximum allowable by law, whichever is greater, on the unpaid balance. If CD & Power commences an action to collect amount due the Customer agrees to reimburse CD & Power all collection costs, attorney fees and court costs.

FINAL ACCEPTANCE - Final acceptance shall occur at time of delivery. Offloading is the Customer's responsibility unless otherwise provided for. Storage and interest charges will result when equipment and accessories ready for shipment to the Customer are held in CD & Power inventory due to Customer's inability to accept delivery.

WARRANTY - All implied warranties including without limitation merchantability and fitness for a particular purpose are excluded from this Agreement. CD & Power disclaims all liability for special, incidental, and consequential damages. The only warranty for equipment sold to the Customer shall be the Manufacturer's warranty. CD & Power obligation is limited to rework or replacement of materials necessary to correct any condition of the equipment resulting from defects in material.
On stationary units, Manufacturer's warranty is not effective until Start Test is performed by CD & Power. Start and Test must be paid in advance.

RETURNED MERCHANDISE - Equipment, accessories and parts cannot be returned without CD & Power written approval.
Equipment, accessories and parts must be in salable condition. Customer must pay transportation costs and restocking charge of twenty-five percent (25%) of invoice amount.

SECURITY INTEREST - CD & Power retains and Customer hereby grants CD & Power a Security Interest in equipment sold, including all accessions to and replacements of the equipment, until the Customer has made payment in full in accordance with the provisions herein. Customer shall cooperate fully with CD & Power in executing such documents as CD & Power may deem necessary for the protection of such Security Interest.

TAXES, LICENSES, PERMITS AND INSURANCE - Customer shall pay to CD & Power the amount of any sales, use, excise, duty or similar tax attributable to the sale covered hereby, whether or not included in the purchase or quotation price. CD & Power will assume no responsibility for obtaining permits or licenses other than those specifically provided for. Customer shall reimburse CD & Power for the cost of providing any insurance related rights or waivers associated with CD & Power existing insurance policies. Where taxes do not apply upon sale or resale, Customer shall provide CD & Power with appropriate exemption certificates.

Customer acknowledges that he has not relied on CD & Power skill or judgment in the selection of equipment and that any technical advice or specifications solicited regarding the equipment shall be used at Customer's own risk. Any noncertified drawings provided are descriptive in nature and not warranties of performance.

Except as expressly provided herein, the Agreement shall be governed, construed, and interpreted by the laws of the State of California. The United Nations Convention on Contracts for the International Sales of Goods (CISG) shall not apply. CD & Power elects to opt out of the CISG. Waiver by CD & Power of any breach of the Terms and Conditions of Sale included herein or on any attachment shall not be construed as a waiver of any other breach. Waiver by CD & Power of any breach must be in writing.

CUSTOMER'S REMEDIES - CD & Power shall not be in default and shall not be liable for delays by equipment manufacturers or suppliers or any other circumstances beyond CD & Power reasonable control. Customer's exclusive and sole remedy on account or in respect of any breach, or to any express or implied warranty, shall be to secure replacement. Correction of any nonconformity shall constitute complete fulfillment of all liabilities of CD & Power. CD & Power aggregate liability in any customer claim shall not, under any circumstances, exceed the payment received by CD & Power for the equipment and services furnished. CD & Power liability shall be limited to those claims arising solely from the acts of the CD & Power. CD & Power shall not be liable whether in contract or in tort or under any other legal theory for loss of revenue, use, or profit or for the cost of any labor expended. Customer agrees to indemnify, save and hold CD & Power harmless for any special, direct, indirect, incidental, accidental or consequential damages to anyone by reason of any breach of contract or of any express or implied warranty.

Payment Intervals upon Acceptance of Proposal:

100% - Prior to Pick-Up

The authorized purchaser identified below accepts this proposal and agrees, upon acceptance by CD & Power, to purchase and pay for this equipment, accessories and service in accordance with the CD & Power Conditions of Sale and Standard Terms & Conditions.

Company Name: City of Pittsburg

Contact Name: Garrett Evans

Purchaser Authorized Signature: _____

Contact Title: City Manager

Date: _____

Purchase Order: _____

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the City Manager to Negotiate and Submit to the California State Lands an Amendment to Tidelands Lease No. PRC 7643.1

MEETING DATE: September 19, 2022

EXECUTIVE SUMMARY

In connection with a pending sale by USS-UPI, LLC (successor by conversion to USS-Posco Industries) ("UPI") of certain property at 900 Loveridge Road adjacent to Tidelands property leased from the City, UPI has requested to amend Lease No. PRC 7643.1 to expand allowed uses of the Tidelands property. A lease amendment of this nature requires final approval by the California State Lands Commission.

FISCAL IMPACT

Fiscal terms of this lease are not included in the proposed amendment. This amendment will therefore have no impact on the City's General Fund nor lease revenue received.

RECOMMENDATION

City Council adopt a Resolution authorizing the City Manager to negotiate, execute, and submit to the California State Lands Commission an Amendment to Tidelands Lease No. PRC 7643.1 between the City of Pittsburg and UPI.

BACKGROUND

In 2011, California Senate Bill 551 ("SB 551") enacted a grant of sovereign tidelands and submerged lands ("Tidelands") within City boundaries to the City. This grant included submerged lands on which UPI constructed and operated infrastructure for "offloading, storing and processing of raw steel materials…fueling of ships… and any ancillary activities in connection with the foregoing" ("UPI Tidelands"). With the passage of SB 551, by operation of law, the City became lessor in place of the State of California for all existing leases of Tidelands, including a Tidelands Lease with UPI from 2006 of the UPI Tidelands.

UPI owns upland property adjacent to the UPI Tidelands and is currently under contract to sell the upland property to HRP Pittsburg, LLC ("Hilco"). In connection with the sale of the upland property, and as allowed by the Tidelands Lease, UPI desires to assign its rights under its Lease to Hilco, and Hilco desires to subsequently sublet the UPI Tidelands back to UPI. Prior to the assignment and sublease, Hilco desires to have the ability to sublet the UPI Tidelands to additional parties that would utilize the wharf for purposes other than those already approved under UPI's Tidelands Lease. While UPI is amenable to this proposed amendment and provisions of UPI's Tidelands lease allow for subleasing of Tidelands as approved by the City, the City must obtain California State Lands Commission approval to expand allowed industrial uses on leased Tidelands properties per SB 551.

SUBCOMMITTEE FINDINGS

This item was not presented at a Subcommittee.

STAFF ANALYSIS

In addition to the aforementioned approved use of the UPI Tidelands, Hilco has requested permission to conduct the following operations on UPI Tidelands:

- Offloading, storing, processing, transporting, and otherwise handling materials for owner(s) or other occupant(s) of any portion of the adjacent upland property, including, without limitation, the continued use by UPI of the Tidelands for the offloading, storing and processing of hot steel materials
- Fleeting of ships (generally defined herein as the in water storage of ships, barges, or similar vessels)
- Parking of trailers or vehicles on land (a portion of the UPI Tidelands are not submerged)

The proposed Tidelands uses are common throughout the San Francisco Bay, Sacramento-San Joaquin delta, and beyond. They are uses that do not require significant infrastructural updates, are similar to the current approved use regarding introduced environmental risk, and align with the City's Trust Lands Use Plan that strives to maintain the use and character of its residential, industrial, commercial, park, and open space Trust Lands." The UPI Tidelands are zoned General Industrial and the proposed uses are also consistent with the City's Industrial General Plan designation which envisions this site as a location for warehousing and distribution, storage, commercial and business services, and more.

Finally, in the interest of public health and safety, the amendment will also include provisions requiring Hilco to notify the City, in writing, of all subleases entered into for use of the UPI Tidelands, and obtain all CEQA, federal, state, and local approvals as required prior to subleasing. If approved, this amendment will be submitted to the California State Lands Commission for final contemplation at the October 25, 2022 Commission meeting.

ATTACHMENTS: Resolution 22-
Draft UPI Tidelands Lease Amendment

Report Prepared By: Sara Bellafronte, Senior Administrative Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Negotiate)	
And Submit to the California State Lands)	RESOLUTION NO.
Commission an Amendment to Tidelands)	
Lease No. PRC 7643.1)	

WHEREAS, in 2011, California Senate Bill 551 ("SB 551") enacted a grant of sovereign tidelands and submerged lands ("Tidelands") within City boundaries to the City. This grant included submerged lands on which USS-UPI, LLC (successor by conversion to USS-Posco Industries) ("UPI") constructed and operated infrastructure for "offloading, storing and processing of raw steel materials…fueling of ships… and any ancillary activities in connection with the foregoing" ("UPI Tidelands"); and

WHEREAS, with the passage of SB 551, by operation of law, the City became lessor in place of the State of California for all existing leases of Tidelands, including a Tidelands Lease with UPI from 2006 of the UPI Tidelands; and

WHEREAS, UPI owns upland property adjacent to the UPI Tidelands and is currently under contract to sell the upland property to HRP Pittsburg, LLC ("Hilco"); and

WHEREAS, in connection with the sale of the upland property, and as allowed by the Tidelands Lease, UPI desires to assign its rights under its Lease to Hilco, and Hilco desires to subsequently sublet the UPI Tidelands back to UPI; and

WHEREAS, prior to the assignment and sublease, Hilco desires to have the ability to sublet the UPI Tidelands to additional parties that would utilize the wharf for purposes other than those already approved under UPI's Tidelands Lease, including offloading, storing, processing, transporting, and otherwise handling materials, fleeting of ships, and parking of trailers or vehicles on land; and

WHEREAS, SB 551, UPI as Lessee, the existing UPI Tidelands Lease, and the City as Lessor all allow for subleasing of Tidelands; and

WHEREAS, the City must obtain California State Lands Commission approval to expand allowed industrial uses on leased Tidelands properties per SB 551.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to negotiate, execute, and submit to the California State Lands Commission and Amendment to Tidelands Lease No. PRC 7643.1.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th the day of September 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

AMENDMENT TO GENERAL LEASE – INDUSTRIAL USE

THIS AMENDMENT TO GENERAL LEASE – INDUSTRIAL USE (the "**Amendment**") is entered into this ___ day of _____, 2022 by and between **The City of Pittsburg, a California municipal corporation** (the "**Lessor**") and **USS-UPI, LLC, a Delaware limited liability company**, successor by conversion to USS-POSCO Industries, a California Partnership ("**USS-UPI**").

R E C I T A L S

A. The State of California, Acting by and through the California State Lands Commission (collectively, the "State Lands Commission") and USS-UPI entered into that certain General Lease – Industrial Use, Lease No. PRC 7643.1, dated November 18, 2006 (the "**Lease**"), concerning certain real property located in the City of Pittsburg, Contra Costa County, State of California, as more particularly described on Exhibit "A" and depicted on Exhibit "A-1" to the Lease (the "**Lease Premises**").

B. Pursuant to Chapter 422, Statutes of 2011, all right, title and interest in and to the Lease Premises was subsequently vested in Lessor.

C. USS-UPI owns certain property adjacent to the Lease Premises legally described on Schedule 1 attached hereto (the "**Fee Property**") which it currently is under contract to sell to HRP Pittsburg, LLC ("**Hilco**").

D. In connection with the sale of the Fee Property to Hilco, USS-UPI desires to assign its rights under the lease (the "**Assignment**") to Hilco, and Hilco desires to subsequently sublet the Premises to USS-UPI (the "**Sublease**").

E. Hilco desires to have the ability to sublet the Premises to additional parties, with Lessor's consent, so long as Hilco remains the Lessee under the Lease.

F. Lessor has agreed to consent to the Assignment, the Sublease, and certain other necessary modifications to the Lease, and to enter into this Amendment accordingly.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, and the above recitals which are by this reference incorporated herein, the sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. **Defined Terms.** Capitalized terms used in this Amendment and not otherwise defined shall have the meanings given to such terms in the Lease.

2. **Page 1.** The following language from the second paragraph of Page 1 of the Lease is hereby deleted in its entirety:

> ", for the purpose of off loading, storing and processing hot-rolled steel coils as more particularly described below"

3. **Use of Lease Premises.** The first sentence of subsection "A" of Section 2 of the Lease shall be deleted in its entirety and replaced with the following language:

> "Lessee shall be permitted to use the Lease Premises during the term for offloading, storing, processing, transporting, and otherwise handling materials for owner(s) or other occupant(s) of any portion of the Fee Property, including, without limitation, the continued use by UPI of the Premises for the offloading, storing and processing of hot steel materials, and further including the fleeting of ships (generally defined herein as the in water storage of ships, barges, or similar vessels) and parking of trailers or vehicles on land. Lessee shall notify the City, in writing, of all subleases entered into for use of the Premises, and shall be subject to all federal, state, and local ordinances regulating the land use within the limits of the City of Pittsburg, as well as review under the California Environmental Quality Act (CEQA). "

4. **Performance Deposit.** The following language shall be and hereby is added after the last sentence of Section 10 of the Lease:

> "At the discretion of Lessee, any obligation of, or undertaking made by, the Lessee in this Section 10, including without limitation those set forth in subsections (A)-(E) hereof, may be satisfied either directly by Lessee or by any sublessee (or such obligations or undertakings of the Lessee may be apportioned and prorated between or among the Lessee and any sublessee(s) to account for any shared uses of the Lease Premises as those parties may determine in their sole discretion)."

5. **Insurance Against Property Damage or Loss.** The following provision shall be added as subsection "D" of Section 11 of the Lease:

> "At the discretion of Lessee, any obligation of, or undertaking made by, the Lessee in this Section 11, including without limitation those set forth in subsections (A)-(C) hereof, may be satisfied either directly by Lessee or by any sublessee (or such obligations or undertakings of the Lessee may be apportioned and prorated between or among the Lessee and any sublessee(s) to account for any shared uses of the Lease Premises as those parties may determine in their sole discretion)."

6. **Assignment and Subletting**.

a) The following language shall be and hereby is added after the last sentence of subsection "G" of Section 15 of the Lease:

> "Provided, however, and notwithstanding anything herein to the contrary, no consent shall be required in the event Lessee transfers or assigns its ownership interest or use rights in only a portion of the adjoining lands owned by Lessee."

b) The following provision shall be added as subsection "H" of Section 15 of the Lease:

"Notwithstanding anything herein to the contrary, no Lessor consent shall be required for any of the following: (i) any subletting of the Lease Premises, or any portion thereof, by Lessee to

any third party (provided that Lessee shall provide notice thereof to Lessor), (ii) any occupancy or other use of the Lease Premises, or any portion thereof, by any third party at the direction of Lessee provided, in either case, that Lessee remains primarily liable for compliance with the Lease (except as otherwise provided for herein to the contrary) and (iii) any assignment of the Lease to an affiliate of Lessee, provided that such affiliate also acquires ownership or use rights with respect to any land adjoining the Lease Premises (which land is currently owned by Lessee) (provided that Lessee shall provide notice thereof to Lessor). For the purposes of this subsection (iii) only "affiliate" shall mean either (a) any entity controlling, controlled by or under common control with HRP Pittsburg, LLC or (b) any entity (i) that is directly or indirectly managed by (A) Hilco Redevelopment, LLC, or (B) an entity controlling, controlled by, or under common control with Hilco Redevelopment, LLC or (ii) that is directly or indirectly managed by US RE Company, LLC or in which US RE Company, LLC has any direct and/or indirect ownership interest."

7. **Agent for Service of Process.** Subsection "A" of Section 24 of the Lease shall be and hereby is deleted in its entirety and replaced as follows:

A. Lessee's agent for service of process is:

[_____

_____

_____

_____]

8. **Continuous Use; Abandonment.** Section 31 of the Lease shall be and hereby is deleted in its entirety, provided that the deletion thereof shall not limit Lessee's other obligations with respect to the Lease Premises under the Lease.

9. **Notices.** The first sentence of Section 37 of the Lease shall be and hereby is deleted in its entirety and replaced as follows:

"Any notice required or permitted to be given to Lessee shall be in writing and shall be sent by U.S. Mail to [_____], with a copy to [_____], and until the expiration of the sublease to USS-UPI, with a copy to: USS-UPI, LLC at 900 Loveridge Road, Pittsburg, CA 94565, Attention: President, and with copy to: USS-UPI, LLC, c/o United State Steel Corporation, 600 Grant Street, Suite 1844, Pittsburgh, PA 15219, Attn: Mark W. Furry, Assistant General Counsel Corporate; provided, however, that if Lessee shall give notice in writing to Lessor of any change in said address specified in such notice, then and in that event such notice shall be given to Lessee at the new address specified in such notice."

10. **Miscellaneous**

a) Except as expressly modified by this Amendment, the Lease and all terms and conditions thereof remain unmodified and in full force and effect.

b) This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one document.

c) To the extent of any conflict between the Lease and this Amendment, the terms, conditions, and provisions of this Amendment shall control.

d) Handwritten signatures to this Amendment transmitted by telecopy or electronic transmission (for example, through the use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the parties so signing. It is expressly agreed that each party to this Amendment shall be bound by its own telecopied or electronically transmitted handwritten signature and shall accept the telecopy or electronically transmitted handwritten signature of the other party to this Amendment. The parties hereto agree that the use of telecopied or electronic signatures for the execution of this Amendment shall be legal and binding and shall have the same full force and effect as if originally signed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

LESSOR: **City of Pittsburg**

By: _____
Name: _____
Title: _____

LESSEE: **USS-UPI, LLC**

By: _____
Name: _____
Title: _____

This Amendment was authorized by the California State Lands Commission on

_____,
[date]

ACKNOWLEDGEMENT
ON FOLLOWING PAGE

ACKNOWLEDGEMENT

Schedule 1
Legal Description of Fee Property

Real property in the City of Pittsburg, County of Contra Costa, State of California, described as follows:

TRACT ONE:

PARCELS A, B, C, AND D, AS SHOWN ON PARCEL MAP MS-676-08, FILED DECEMBER 22, 2008 IN BOOK 203 OF PARCEL MAPS, PAGES 36-38, CONTRA COUNTY RECORDS.

EXCEPTING THEREFROM:

ALL MINERALS INCLUDING WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AS WELL AS METALLIC OR OTHER SOLID MINERALS AS CONTAINED IN THE DEED FROM SANTA FE LAND IMPROVEMENT COMPANY TO UNITED STATES STEEL CORPORATION, RECORDED SEPTEMBER 20, 1967 IN BOOK 5457, PAGE 160, OFFICIAL RECORDS.

TRACT TWO:

PARCEL "A" IN "LOT LINE ADJUSTMENT LLA 99-01", RECORDED ON AUGUST 06, 1999 AS INSTRUMENT NO. 99-211099 OF OFFICIAL RECORDS, PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF EAST THIRD STREET, AS DESCRIBED IN BOOK 182 OF DEEDS, PAGE 26 OF THE RECORDS OF CONTRA COSTA COUNTY, NOW ABANDONED, BEING 40 FEET IN WIDTH, AT THE INTERSECTION WITH THE WEST LINE OF COLUMBIA STREET AS DESCRIBED IN VOLUME 438 OF DEEDS, PAGE 275 OF CONTRA COSTA COUNTY RECORDS, SAID POINT BEING THE SAME AS THE NORTHEAST CORNER OF PARCEL "A" OF VOLUME 12808 OF OFFICIAL RECORDS, PAGE 635 OF SAID COUNTY; THENCE NORTH 73° 15' 00" WEST ALONG THE SOUTH LINE OF EAST THIRD STREET, 460.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 73° 15' 00" WEST, 699.71 FEET; THENCE LEAVING SAID EAST THIRD STREET, SOUTH 16° 45' 00" WEST, 50.00 FEET; THENCE NORTH 73° 15' 00" WEST, 175.31 FEET; THENCE SOUTH 16° 45' 00" WEST, 557.00 FEET; THENCE SOUTH 73° 15' 00" EAST, 875.02 FEET; THENCE NORTH 16° 45' 00" EAST, 607.00 FEET TO THE TRUE POINT OF BEGINNING.

TRACT THREE:

PARCEL TWO OF THE "PARCEL MAP WAIVER FOR A LOT LINE ADJUSTMENT PMW 96-02", RECORDED ON APRIL 06, 1999 AS INSTRUMENT NO. 99-93226 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

PORTION OF THE RANCHO LOS MEDANOS CONTAINING 9.09 ACRES, MORE OR LESS, IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN PARAGRAPH "A" IN THE DEED FROM C.A. HOOPER & CO., ET AL., TO REDWOOD MANUFACTURERS COMPANY DATED OCTOBER 24, 1945, AND RECORDED MARCH 01, 1946 (FILE NO. 6561), BEING AT THE INTERSECTION OF THE WEST LINE OF COLUMBIA STREET, AS DESCRIBED IN THE DEED FROM C.A. HOOPER & CO. TO COUNTY OF CONTRA COSTA, DATED MAY 05, 1923, AND RECORDED MAY 10, 1923 IN VOLUME 438 OF OFFICIAL RECORDS, PAGE 275, WITH THE NORTH LINE OF THE 1.12 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM REDWOOD MANUFACTURERS COMPANY TO SACRAMENTO NORTHERN RAILROAD, DATED DECEMBER 27, 1929, AND RECORDED MARCH 28, 1930, IN VOLUME 228 OF OFFICIAL RECORDS, PAGE 83; THENCE FROM SAID POINT OF BEGINNING NORTH 74° 33' 30" WEST, 1122.13 FEET; THENCE NORTH 15° 26' 30" EAST, 123.34 FEET; THENCE NORTH 72° 40' 22" WEST, 198.02 FEET; THENCE 106.42 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 145.00 FEET, THROUGH A CENTRAL ANGLE OF 42° 02' 59"; THENCE NORTH 30°

37' 23" WENT, 177.29 FEET; THENCE NORTH 43° 58' 43" WEST, 295.34 FEET; THENCE 55.86 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 140.00 FEET WITH A CENTRAL ANGLE OF 22° 51' 44"; THENCE TANGENT NORTH 21° 06' 59" WEST, 88.27 FEET; THENCE 213.53 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 95.00 FEET THROUGH A CENTRAL ANGLE OF 128° 47' 02"; THENCE SOUTH 72° 19' 57" EAST, 738,14 FEET; THENCE 72.06 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 82° 36' 02"; THENCE SOUTH 10° 16' 05" WEST, 606.56 FEET; THENCE SOUTH 74° 33' 30" EAST, 972.86 FEET TO THE WEST LINE OF SAID COLUMBIA STREET AS PER SAID VOLUME 438 OF OFFICIAL RECORDS, PAGE 275; THENCE SOUTH 16° 45' 00" WEST, 25.00 FEET TO THE POINT OF BEGINNING.

TRACT FOUR:

PARCEL ONE:

PARCEL 1 AS SHOWN ON "PARCEL MAP WAIVER FOR LOT LINE ADJUSTMENT PMW 14-01," RECORDED FEBRUARY 28, 2014 AS INSTRUMENT NO. 2014-0031379-00, CONTRA COSTA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF AREA 1 AS SHOWN ON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY, LOT LINE ADJUSTMENT LL27-86, FILED APRIL 01, 1986, IN BOOK 79 OF LICENSED SURVEYORS' MAPS, PAGE 19 (79 LSM 19), IN THE OFFICE OF THE RECORDER OF CONTRA COSTA COUNTY, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF AREA 2 AS SHOWN ON SAID RECORD OF SURVEY (79 LSM 19), THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID AREA 2 NORTH 73° 26' 54" WEST 553.45 FEET TO THE EASTERLY LINE OF SAID AREA 1, BEING ALSO A POINT ON THE NORTHEASTERLY LINE OF SAID AREA 1, THENCE NORTHWESTERLY ALONG THE LAST SAID LINE NORTH 73° 26' 54" WEST 2298.12 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID LINE ALONG AN EXISTING FENCE LINE THE FOLLOWING EIGHTEEN (18) COURSES 1) NORTH 87° 32' 39" WEST 180.64 FEET, 2) SOUTH 56° 24' 12" WEST 57. 93 FEET, 3) SOUTH 19° 08' 33" WEST 24. 68 FEET, 4) SOUTH 31° 58' 27" WEST 83. 08 FEET, 5) SOUTH 17° 51' 27" WEST 303. 40 FEET, 6) SOUTH 18° 16 '29" WEST 111. 87 FEET, 7) NORTH 64° 22' 44" WEST 130. 37 FEET, 8) SOUTH 16° 39' 44" WEST 569. 94 FEET, 9) NORTH 73° 32' 38" WEST 437. 03 FEET, 10) NORTH 85° 38' 44" WEST 26. 79 FEET, 11) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 35. 00 FEET THROUGH A CENTRAL ANGLE OF 77° 21' 21", AN ARC DISTANCE OF 47. 25 FEET, 12) SOUTH 16° 59' 55" WEST 169 .44 FEET, 13) SOUTH 23° 16' 38" WEST 90 .26 FEET, 14) SOUTH 16° 27' 15" WEST 113. 82 FEET, 15) SOUTH 12° 43' 47" WEST 77. 81 FEET, 16) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 90. 00 FEET THROUGH A CENTRAL ANGLE OF 73° 54' 34", AN ARC DISTANCE OF 116. 10 FEET, 17) SOUTH 61° 10' 47" EAST 226. 24 FEET, 18) SOUTH 17° 07' 32" EAST 10 .00 FEET TO NORTHEASTERLY RIGHT OF WAY LINE OF THE PITTSBURG-ANTIOCH HIGHWAY (60 FOOT WIDE RIGHT OF WAY) AS SHOWN ON SAID MAP (79 LSM 19), THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE NORTH 66° 04' 09" WEST 424 .83 FEET TO THE SOUTHEASTERLY LINE OF PARCEL "A" (TRUCK BYPASS ROAD) AS SAID PARCEL IS DESCRIBED IN THE GRANT DEED TO THE CITY OF PITTSBURG RECORDED OCTOBER 18, 1999, AS DOCUMENT NUMBER 1999-0273650-00 (99-273650), CONTRA COSTA COUNTY RECORDS, THENCE ALONG SAID SOUTHEASTERLY LINE AND THE SOUTHEASTERLY LINE OF PARCEL "E" (CENTRAL PARK) AS SAID PARCEL IS DESCRIBED IN SAID GRANT DEED (99-273650) NORTH 23° 55' 25" EAST 28 .87 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 68. 00 FEET, FROM WHICH THE CENTER BEARS NORTH 21° 40' 42" EAST, THENCE CONTINUING NORTHEASTERLY, NORTHWESTERLY, NORTHEASTERLY AND NORTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF PARCEL "E" THE FOLLOWING SIX (6) COURSES 1) ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 94 ° 21' 22", AN ARC DISTANCE OF 111.98 FEET, 2) NORTH 17° 19' 20" EAST 429. 79 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 48. 00 FEET, FROM WHICH THE CENTER BEARS NORTH 72°

40' 41" WEST, 3) ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 16' 26", AN ARC DISTANCE OF 75. 63 FEET, 4) NORTH 72° 57' 07" WEST 226 .81 FEET, 5) NORTH 16° 08' 46" EAST 272. 99 FEET, 6) NORTH 73° 09' 48" WEST 172 .77 FEET TO THE AFOREMENTIONED SOUTHEASTERLY LINE OF PARCEL "A" (99-273650), THENCE ALONG THE LAST SAID LINE THE FOLLOWING TWO (2) COURSES 1) NORTH 20° 08' 25" EAST 379. 66 FEET, 2) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 475. 00 FEET THROUGH A CENTRAL ANGLE OF 71 ° 49' 40", AN ARC DISTANCE OF 595. 47 FEET TO THE NORTHWESTERLY LINE OF SAID AREA 1, THENCE ALONG SAID NORTHWESTERLY LINE NORTH 17° 52' 06" EAST 32. 92 FEET TO THE AFOREMENTIONED NORTHEASTERLY LINE OF AREA 1, THENCE ALONG THE LAST SAID LINE SOUTH 73° 26' 54" EAST 1635. 98 FEET TO THE POINT OF BEGINNING

PARCEL TWO:

NON-EXCLUSIVE EASEMENT FOR UTILITIES, VEHICULAR AND PEDESTRIAN ACCESS, INGRESS AND EGRESS AND MAINTENANCE OF ROADWAY, RECORDED MAY 08, 2018 AS INSTRUMENT NO. 2018-0072095-00, OFFICIAL RECORDS.

PARCEL THREE:

NON-EXCLUSIVE EASEMENT FOR UTILITIES, VEHICULAR AND PEDESTRIAN ACCESS, INGRESS AND EGRESS AND MAINTENANCE OF ROADWAY, RECORDED MAY 21, 2018 AS INSTRUMENT NO. 2018-0079285-00, OFFICIAL RECORDS.

PARCEL FOUR:

THAT PORTION OF LAND SHOWN AS "DESIGNATED REMAINDER" ON THAT CERTAIN PARCEL MAP MS 676-18, FILED FOR RECORD MAY 07, 2013 IN BOOK 213 OF MAPS, PAGES 49-50, CONTRA COSTA COUNTY RECORDS.

PARCEL FIVE:

A PORTION OF THE RANCHO LOS MEDANOS DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF CREED SUBDIVISION NO. 2 AS SAID EASTERLY LINE IS LAID DOWN AND DELINEATED ON THAT CERTAIN MAP ENTITLED "CREED SUBDIVISION NO. 2", FILED IN THE OFFICE OF THE RECORDER OF CONTRA COSTA COUNTY, ON SEPTEMBER 25, 1923, IN VOLUME 18 OF MAP BOOKS, PAGES 425 AND 426, WITH THE NORTH LINE OF THE STATE HIGHWAY (60.0 FEET WIDE) EXTENDING FROM PITTSBURG TO ANTIOCH; THENCE SOUTH 66° 04' 09" EAST (ALL BEARINGS HEREIN GIVEN ARE BASED ON CALIFORNIA GRID SYSTEM, ZONE 3), 3836.83 FEET, ALONG SAID NORTH HIGHWAY LINE; THENCE NORTH 17° 51' 21" EAST, 675.13 FEET; THENCE NORTH 40° 16' 12" EAST, 752.02 FEET; THENCE NORTH 17°51' 21" EAST, 451.21 FEET; THENCE NORTH 12° 21' 21" EAST, 71.57 FEET; THENCE NORTH 0° 45' 21" EAST, 71.57 FEET; THENCE NORTH 6° 41' 39" WEST, 16.70 FEET; THENCE NORTH 18° 08' 39" WEST, 140.00 FEET; THENCE NORTH 42° 55' 45" WEST, 115.43 FEET, TO THE SOUTH LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RIGHT-OF-WAY (130.0 FEET WIDE); THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 73° 26' 54" EAST, 553.45 FEET TO THE WESTERLY LINE OF THE COUNTY ROAD PRESENTLY KNOWN AS LOVERIDGE ROAD (80 FEET WIDE); THENCE NORTH 19° 51' 54" EAST, 130.22 FEET TO THE NORTH LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RIGHT-OF-WAY (130.0 FEET WIDE); THENCE CONTINUING ALONG SAID COUNTY ROAD NORTH 19° 51' 54" EAST, 33.05 FEET TO THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL TWO IN THE DEED FROM SACRAMENTO NORTHERN RAILWAY TO COLUMBIA STEEL COMPANY, RECORDED JANUARY 30, 1950, IN BOOK 1498 OF OFFICIAL RECORDS, PAGE 292; THENCE NORTH 19° 51' 54" EAST, 747.67 FEET, ALONG SAID WEST LINE OF LOVERIDGE ROAD; THENCE LEAVING SAID WESTERLY LINE OF SAID LOVERIDGE ROAD NORTHWESTERLY ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 144.26 FEET, THROUGH A CENTRAL ANGLE OF 92° 00' 47", A DISTANCE OF 231.67 FEET, THE LONG CHORD OF WHICH BEARS NORTH 26° 08' 31" WEST, 207.57 FEET; THENCE TANGENT

NORTH 72° 08' 53" WEST, 620.70 FEET ALONG A LINE THAT IS PARALLEL TO AND 17.00 FEET SOUTHERLY AT A RIGHT ANGLE TO THE SOUTH LINE OF THE PITTSBURG WATERFRONT ROAD AS RECORDED IN BOOK 434 OF OFFICIAL RECORDS AT PAGE 314 OF SAID COUNTY, TO THE EASTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN THE DEED FROM UNITED STATES STEEL CORPORATION TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, RECORDED DECEMBER 1, 1961, IN BOOK 4006 OF OFFICIAL RECORDS OF SAID COUNTY AT PAGE 538; THENCE CONTINUING NORTH 72° 08' 53" WEST, 111.57 FEET TO A POINT ON THE WESTERLY LINE OF LAST SAID PARCEL (4006 OR 538); THENCE CONTINUING NORTH 72° 08' 53" WEST, 16.92 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE 50 FOOT RIGHT-OF-WAY CONVEYED BY C. A. HOOPER & CO., TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY BY DEED DATED MARCH 6, 1928 AND RECORDED IN VOLUME 137 OF OFFICIAL RECORDS AT PAGE 42, RECORDS OF SAID COUNTY; THENCE SOUTH 17° 50' 09" WEST, 365.30 FEET; THENCE CONTINUING ALONG THE ARC OF A CURVE TO THE RIGHT TANGENT TO LAST SAID COURSE AND HAVING A RADIUS OF 578.81 FEET, A DISTANCE OF 657.27 FEET TO A POINT, WHICH IS 65 FEET NORTHERLY MEASURED AT RIGHT ANGLES FROM THE NORTHERLY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S MAIN LINE RIGHT-OF-WAY; THENCE CONTINUING 106.10 FEET ALONG SAID WESTERLY RIGHT-OF-WAY (137 OR 42) AND SAID 578.81 FOOT RADIUS CURVE TO A POINT OF INTERSECTION ON THE SOUTHERN LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL TWO IN THE DEED RECORDED IN BOOK 1498 OF OFFICIAL RECORDS, PAGE 292, OF SAID COUNTY; THENCE NORTH 73° 26' 54" WEST, 3191.55 FEET ALONG THE LAST SAID SOUTHERN LINE AND ITS EXTENSION TO THE EAST LINE OF THE 50 FOOT WIDE COUNTY ROAD KNOWN AS COLUMBIA STREET (ABANDONED) AS SAID ROAD IS DESCRIBED IN BOOK 438 OF OFFICIAL RECORDS, PAGE 275; THENCE SOUTH 17° 52' 06" WEST, 163.15 FEET, MORE OR LESS, ALONG SAID EAST LINE TO THE SOUTHERLY LINE OF THE MAIN LINE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RIGHT OF- WAY (130 FEET WIDE); THENCE SOUTH 17° 53' 06" WEST, 179.96 FEET TO THE NORTHWEST CORNER OF LOT ONE (1), BLOCK TWO HUNDRED TWELVE (212) AS SAID LOT AND BLOCK ARE SHOWN ON THAT CERTAIN MAP OF "CREED SUBDIVISION NO. 2, CITY OF PITTSBURG", FILED IN VOLUME 18 OF MAP BOOK, AT PAGE 425 AND 426 OF SAID COUNTY; THENCE SOUTH 73° 27' 05" EAST, 107.76 FEET TO THE NORTHEAST CORNER OF SAID LOT ONE (1); THENCE SOUTH 20° 08' 25" WEST, 1474.06 FEET ALONG THE EASTERLY LINE OF SAID CREED SUBDIVISION NO. 2 AND ITS EXTENSION TO THE POINT OF BEGINNING.

EXCEPTING FROM PARCEL FIVE:

A. THAT PORTION THEREOF DESCRIBED IN THE DEED FROM PIONEER RUBBER MILLS TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, DATED JUNE 18, 1928 AND RECORDED JULY 3, 1928, IN VOLUME 144 OF OFFICIAL RECORDS, AT PAGE 56.

B. ALL THAT PORTION THEREOF LYING NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO CONTRA COSTA COUNTY RECORDED SEPTEMBER 11, 1962, BOOK 4199, PAGE 702, OFFICIAL RECORDS.

C. THE PARCEL OF LAND DESCRIBED IN THE DEED TO CONTRA COSTA COUNTY, RECORDED AUGUST 28, 1967, BOOK 5442, PAGE 483, OFFICIAL RECORDS. D. ANY PORTION THEREOF LYING WITHIN THE PARCELS OF LAND DESCRIBED IN THE DEEDS TO THE COUNTY OF CONTRA COSTA RECORDED AUGUST 11, 1911, IN BOOK 170 OF DEEDS, PAGE 45, AND RECORDED JUNE 7, 1912, BOOK 182 OF DEEDS, PAGE 26; RECORDED MAY 13, 1952, BOOK 1931, PAGE 536, OFFICIAL RECORDS, RECORDED FEBRUARY 16, 1937, BOOK 435, PAGE 213, OFFICIAL RECORDS; RECORDED AUGUST 14, 1944, BOOK 795, PAGE 130, OFFICIAL RECORDS; AND RECORDED FEBRUARY 18, 1937, BOOK 428, PAGE 266, OFFICIAL RECORDS. NOT EXCEPTING HOWEVER THOSE PORTIONS OF EAST THIRD STREET, PITTSBURG WATERFRONT ROAD, COLUMBIA AVENUE AND LOVERIDGE ROAD DESCRIBED IN THE RESOLUTION & ORDER OF ABANDONMENT RECORDED JANUARY 10, 1940, BOOK 882, PAGE 9, OFFICIAL RECORDS (PORTION EAST THIRD STREET); RECORDED NOVEMBER 24, 1952, BOOK 2030, PAGE 252, OFFICIAL RECORDS (PORTION LOVERIDGE ROAD; RECORDED DECEMBER 18, 1958, BOOK 3285, PAGE 31, OFFICIAL RECORDS (PORTION EAST THIRD STREET AND PORTION COLUMBIA STREET); RECORDED SEPTEMBER 11, 1962, BOOK 4199, PAGE 700, OFFICIAL RECORDS (PORTION

PITTSBURG WATERFRONT ROAD).

E. EXCEPTING ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH MAY BE IN THE NATURAL BEDS OF THE SAN JOAQUIN RIVER OR NEW YORK SLOUGH BELOW THE ELEVATION OF NATURAL ORDINARY HIGH TIDE.

F. ALSO EXCEPTING THEREFROM ALL THAT PORTION OF "AREA 1" AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED " LOT LINE ADJUSTMENT LL 27-86," FILED FOR RECORD APRIL 1, 1986 IN BOOK 79, PAGE 19, CONTRA COSTA RECORDS.

G. ALSO EXCEPTING THEREFROM ALL THAT PORTION LYING SOUTH OF THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL TWO IN THE DEED FROM SACRAMENTO NORTHERN RAILWAY TO COLUMBIA STEEL COMPANY, RECORDED JANUARY 30, 1950, IN BOOK 1498 OF OFFICIAL RECORDS, PAGE 292.

TRACT FIVE:

PARCEL ONE:

THE "NEW PARCEL D", AS SHOWN IN THE "PARCEL MAP WAIVER FOR LOT LINE ADJUSTMENT PMW 07-06", RECORDED JANUARY 07, 2008 AS INSTRUMENT NO. 2008-3385 OF CONTRA COSTA COUNTY OFFICIAL RECORDS, AS FOLLOWS:

REAL PROPERTY IN THE CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA, BEING PARCEL 'D' AS DESCRIBED IN THE GRANT DEED TO USS-POSCO INDUSTRIES, A CALIFORNIA GENERAL PARTNERSHIP, RECORDED MARCH 31, 1986, IN BOOK 12809 OF OFFICIAL RECORDS, PAGE 167, CONTRA COSTA COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION OF PARCEL 'D' LYING WESTERLY OF THE WEST LINE OF ABANDONED COLUMBIA STREET AND SOUTHERLY OF THE SOUTH LINE OF ABANDONED EAST THIRD STREET AS SAID STREETS ARE DESCRIBED IN THE RESOLUTION OF ABANDONMENT RECORDED DECEMBER 18, 1958, IN BOOK 3285 OF OFFICIAL RECORDS, PAGE 31, CONTRA COSTA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:
BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF ABANDONED EAST THIRD STREET WITH THE WEST LINE OF ABANDONED COLUMBIA STREET AS SAID STREETS ARE DESCRIBED IN THE RESOLUTION OF ABANDONMENT RECORDED DECEMBER 18, 1958, IN BOOK 3285 OF OFFICIAL RECORDS, PAGE 31, CONTRA COSTA COUNTY RECORDS; THENCE ALONG SAID WEST LINE SOUTH 16° 45' 00" WEST, 800.00 FEET; THENCE SOUTH 73° 15' 00" EAST, 465.00 FEET; THENCE ALONG A LINE PARALLEL WITH AND DISTANT 465.00 FEET EASTERLY OF SAID WEST LINE, NORTH 16° 45' 00" EAST, 800.00 FEET TO A POINT ON THE EASTERLY PROLONGATION OF SAID SOUTH LINE OF ABANDONED EAST THIRD STREET; THENCE ALONG SAID EASTERLY PROLONGATION NORTH 73° 15' 00" WEST 465.00 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

A RIGHT OF WAY GRANTED TO USS POSCO INDUSTRIES, IN THE INSTRUMENT RECORDED MARCH 31, 1986, BOOK 12809, PAGE 167, OFFICIAL RECORDS, AS FOLLOWS:

"TOGETHER WITH A 10 FOOT WIDE EASEMENT FOR THE INSTALLMENT, REPAIR AND MAINTENANCE OF AN EXISTING 10" SANITARY SEWER LINE AND ASSOCIATED STRUCTURES, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERN LINE OF THE ATCHISON, TOPEKA AND SANTA FE

RAILWAY COMPANY 100 FOOT MAIN LINE RIGHT OF WAY FROM WHICH ITS INTERSECTION WITH THE CENTERLINE OF THAT CERTAIN COUNTY ROAD KNOWN AS LOVERIDGE ROAD AS DESCRIBED IN BOOK 795 OF OFFICIAL RECORDS, PAGE 130 OF THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY BEARS SOUTH 73° 26' 54" EAST, 117.03 FEET, MORE OR LESS; THENCE FOLLOWING ALONG THE CENTERLINE OF AN EXISTING SANITARY SEWER LINE THE FOLLOWING COURSES AND DISTANCES:

1) SOUTH 17° 25' 40" WEST, 40.14 FEET TO AN EXISTING MANHOLE STRUCTURE; THENCE
2) SOUTH 69° 57' 54" EAST, 362.27 FEET; THENCE
3) SOUTH 80° 04' 22" EAST, 101.95 FEET; THENCE
4) SOUTH 73° 28' 47" EAST, 1286.85 FEET

TO THE WESTERLY LINE OF THE LANDS OF PACIFIC GAS AND ELECTRIC COMPANY AS DESCRIBED IN BOOK 579 OF OFFICIAL RECORDS, PAGE 483 IN THE OFFICE OF THE RECORDER OF SAID COUNTY. THE SIDE LINES OF SAID 10 FOOT WIDE STRIP ARE TO BE SHORTENED OR LENGTHENED AS REQUIRED TO TERMINATE AT THE SOUTHERLY RIGHT OF WAY OF SAID ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY MAIN LINE AND SAID WESTERLY LINE OF THE PACIFIC GAS AND ELECTRIC PARCEL."

APNS: 073-030-013, AS TO TRACT TWO; 073-030-018, AS TO TRACT THREE; [073-030-020, PARCEL A, 073-030-021, PARCEL B, 073-030-022, PARCEL C AND 073-030-023, PARCEL D], AS TO TRACT ONE; 073-030-019 & 073-210-032, AS TO TRACT FIVE & PARCEL FIVE OF TRACT FOUR, 073-200-022, AS TO TRACT FOUR, PARCEL ONE AND 073-200-025, AS TO TRACT FOUR, PARCEL TWO

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 Authorizing City Manager to Execute a Contract for the Purchase of New Police Interceptor Vehicles

MEETING DATE: September 19, 2022

EXECUTIVE SUMMARY

The City maintains a fleet of vehicles and equipment necessary for police operations and for maintenance of the City's infrastructure. The City solicited bids from multiple vendors for replacement of vehicles that have lower reliability and are requiring more maintenance. If approved, the resolution authorizes the purchase of eleven (11) new vehicles from Future Ford of Concord.

FISCAL IMPACT

Funding for the vehicles, totaling $637,464.24 will come from the Public Works Department's Fleet Maintenance budget (Fund 611-43201) previously approved by the City Council for FY 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 for the purchase of eleven (11) 2023 Ford Police Interceptor Utility vehicles totaling $637,464.24 from Future Ford of Concord.

BACKGROUND

The Public Works Department Fleet Maintenance Division is responsible for the maintenance of a vehicle fleet of more than 200 cars, trucks, heavy equipment and other equipment. The fleet includes police patrol cars, sedans, motorcycles, heavy-duty trucks and construction equipment, as well as light- and medium-duty trucks, vans, sport utility vehicles, and other pieces of equipment such as compressors and mowers. The entire fleet has a replacement value of approximately $6 million.

Staff identified specific vehicles and equipment designated for purchase during FY 2022/23 based on highest priority for City operations, immediate need, and length of time required

for delivery. If approved, the eleven (11) vehicles will replace those in lesser condition in the City's fleet.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Staff sent requests for bids to five companies that provide specially designed Ford vehicles. Future Ford of Concord was the lowest responsive, responsible bidder for all available 2023 models. All Star Ford was the only company to provide a cost for the Ford F150 regular cab trucks requested in the bid. However, staff confirmed the order bank is closed for 2023 F150 models, and they are unable to be purchased at this time. Summaries of the bids received, and specifications are attached to this report.

Funds sufficient to finance this purchase are available in the Public Works Fleet Maintenance budget previously approved by the City Council for FY 2022-23. Delivery of the vehicles is anticipated approximately nine to twelve months after authorization of purchase but may take longer due to shipping delays as caused by the pandemic.

Staff recommends the City Council approve the attached resolution authorizing the City Manager to execute a contract with Future Ford of Concord in the amount of $637,464.24 for the purchase of eleven (11) new 2023 Ford Police Interceptor SUV's.

ATTACHMENTS: Resolution
Bid Summary Sheets and Specifications

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 a)
Contract to Purchase New) RESOLUTION NO. 22-
Police Interceptor Vehicles)

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

WHEREAS, from time to time vehicles and equipment become old or worn to the point where they are no longer able to provide optimum service to the City or are too costly to maintain; and,

WHEREAS, these vehicles and equipment must routinely be replaced to provide City staff with adequate equipment to provide the best and most cost-effective services to the public; and

WHEREAS, on August 15, 2022, the City solicited bids from five equipment and vehicle vendors in the area; and,

WHEREAS, Future Ford of Concord was the lowest responsive, responsible bidder for all 2023 Ford models confirmed available for purchase; and

WHEREAS, staff recommends approval of a contract for the purchase of 11 vehicles consistent with the specifications and amount of the bid from Future Ford of Concord; and,

WHEREAS, sufficient funds for this the purchase are available in the previously approved Fleet Budget for Fiscal Year 2022/23.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby approves and authorizes the City Manager to execute a contract with Future Ford of Concord in the amount of $637,464.24 to purchase 11 new 2023 Ford Police Interceptor Utility vehicles.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of September 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

BID TABULATION
Ford Vehicles
RFQ #FV-083122
Bids opened - August 31, 2022 at 11:00 am - City Hall

	COMPANY	2023 FORD F150 REG CAB 2x2 XL - QTY 8	2023 FORD POLICE INTERCEPTOR UTILITY-TRAFFIC - QTY 1	2023 FORD POLICE INTERCEPTOR UTILITY-ADMIN - QTY 2	2023 FORD POLICE INTERCEPTOR UTILITY-PATROL - QTY 8
1	All Star Ford	$ 333,658.00	$ 64,662.16	$ 117,904.38	$ 517,297.28
2	Future Ford of Concord	No Bid Included	$ 59,518.30	$ 110,322.82	$ 467,623.12
3	Towne Ford - Redwood City	No Bid-Order Bank Closed	$ 62,806.89	$ 120,552.82	$ 509,903.76
4	Bill Brandt Ford	No Response	No Response	No Response	No Response
5	Folsom Lake Ford	No Response	No Response	No Response	No Response

TWO (2) – 2023 FORD POLICE INTERCEPTOR UTILITY-ADMIN

BID WORKSHEET

RFQ# FV-083122

The Undersigned, as bidder, declares that the only person or parties interested in this RFQ as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that bidder and/or agent has carefully examined the location of the proposed work above described, that bidder and/or agent has examined the plans, terms and conditions and specifications therefore, and is familiar with all requirements, that bidder and/or agent has examined this Form and the provisions incorporated by reference herein; and bidder and/or agent hereby proposes, and agrees to the Contract apparatus, and other means of construction, and to do all the work and furnish all the materials in accordance with the scope of work in the time stated herein, for the unit price and/or lump sum price as follows:

BASE PRICE: $50,336.53

SALES TAX: (9.25%) 4656.13 **(ADD TO BASE PRICE ONLY)**

SUB-TOTAL: $54992.66

DISCOUNTS:

DOC FEES: 85.00

TIRE FEES: 8.75

DELIVERY: 75.00

PRICE: $55,161.41 **EA**

TOTAL COST: (2)

One hondred ten thousand three hundred twenty Two & 82/100 **(Written out in numeral amount)**

$110,322.82 **(Numeral Amount)**

OF DAYS FOR DELIVERY, AFTER RECEIPT OF P.O. 274

Vendor: FUTURE FORD OF CONCORD

Address: 2285 DIAMOND BLVD City/State: CONCORD CA Zip: 94520

Contact Name: STEVE TEHERO

Signature: [signature] Title: Commercial Sales Manager

Telephone: 925.521.2136 Fax:

Email: stehero@futurefordofconcord.com

Specifications for Two (2) Ford Police Interceptor Utility – Admin

POLICE INTERCEPTOR UTILITY AWD – **K8A**

SERIES – **500A**

- AWD 3.3L V6 Direct Injection FFV with 10 Speed Automatic Transmission - **99W/44B**
- Interior Upgrade Package – **65U**
- Front Headlamp Lighting Solution – **66A**
- Rear View Camera Displayed in Rear View Mirror – **87R**
- Remote Keyless Entry – **55F**
- Ballistic Door Panels (Level IV+) – **90G**
- Reverse Sensing System – **76R**
- Rear Auxiliary Air conditioning – **17A**

COLOR

- Exterior (2 Units)
    - (1) Unit – Silver Grey Metallic – **TN**
    - (1) Unit – Carbonized Grey – **M7**

- Interior – Charcoal Black - Cloth Front Buckets / Vinyl Rear – **96**

MEET ALL CALIFORNIA AND FEDERAL EMISSIONS STANDARDS

WARRANTY

- 3 Year / 36,000 Miles Bumper / Bumper

FORD PROTECT EXTENDED CAR SERVICE PLAN

- 8 Year / 150,000 Miles (zero deductible)

(4) Sets of Keys/Fobs

ALL OTHER ITEMS CONSIDERED STANDARD EQUIPMENT

EIGHT (8) – 2023 FORD POLICE INTERCEPTOR UTILITY - PATROL

BID WORKSHEET

RFQ# FV-083122

The Undersigned, as bidder, declares that the only person or parties interested in this RFQ as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that bidder and/or agent has carefully examined the location of the proposed work above described, that bidder and/or agent has examined the plans, terms and conditions and specifications therefore, and is familiar with all requirements, that bidder and/or agent has examined this Form and the provisions incorporated by reference herein; and bidder and/or agent hereby proposes, and agrees to the Contract apparatus, and other means of construction, and to do all the work and furnish all the materials in accordance with the scope of work in the time stated herein, for the unit price and/or lump sum price as follows:

BASE PRICE: $53349.33

SALES TAX: (9.25%) 4934.81 **(ADD TO BASE PRICE ONLY)**

SUB-TOTAL: $58,284.14

DISCOUNTS: _____

DOC FEES: 85.00

TIRE FEES: 8.75

DELIVERY: 75.00

PRICE: $58,452.89 **EA**

TOTAL COST: (8)

Four hundred Sixty Seven thousand Six hundred Twenty three & 12/100 **(Written out in numeral amount)** $467,623.12 **(Numeral Amount)**

OF DAYS FOR DELIVERY, AFTER RECEIPT OF P.O. 274

Vendor: FUTURE FORD OF CONCORD

Address: 2285 DIAMOND BLVD City/State: CONCORD CA Zip: 94520

Contact Name: STEVE TEHERO

Signature: _____ Title: COMMERCIAL SALES MANAGER

Telephone: 925-521-2136 Fax: _____

Email: steheno@FutureFordofConcord.com

Specifications for Eight (8) Ford Police Interceptor Utility - Patrol

POLICE INTERCEPTOR UTILITY AWD – **K8A**

SERIES – **500A**

- AWD 3.3L V6 Direct Injection Hybrid Engine with 10 Speed Automatic Transmission - **99W/44B**
- Front Headlamp Lighting Solution – **66A**
- Rear Lighting Solution – **66C**
- Dark Car Feature – **43D**
- Spot Lamp-Led Bulb Dual (Driver & Passenger) (Whelen) – **51V**
- Underbody Deflector Plate – **76D**
- Rear View Camera Displayed in Rear View Mirror – **87R**
- Rear Camera on-Demand – **19V**
- Global Lock / Unlock Feature – **18D**
- Remote Keyless Entry – **55F**
- Ballistic Door Panels (Level IV+) – **90G**
- BLIS-Blind Spot Monitoring – **55B**
- Police Perimeter Alert – **68B**
- Reverse Sensing System – **76R**
- Rear Auxiliary Air conditioning – **17A**
- OBD-II Split connector – **61B**

COLOR

- Exterior – Agate Black – **UM** with 2 front doors (painted) white below window line
- Interior – Charcoal Black - Cloth Front Buckets / Vinyl Rear – **96**

MEET ALL CALIFORNIA AND FEDERAL EMISSIONS STANDARDS

WARRANTY

- 3 Year / 36,000 Miles Bumper / Bumper
- 8 Year / 100,000 Miles Hybrid Unique Components

FORD PROTECT EXTENDED CAR SERVICE PLAN

- 8 Year / 150,000 Miles (zero deductible)

(4) Sets of Keys/Fobs

ALL OTHER ITEMS CONSIDERED STANDARD EQUIPMENT

RFQ# FV-083122

ONE (1) – 2023 FORD POLICE INTERCEPTOR UTILITY-TRAFFIC

BID WORKSHEET

RFQ# FV-083122

The Undersigned, as bidder, declares that the only person or parties interested in this RFQ as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that bidder and/or agent has carefully examined the location of the proposed work above described, that bidder and/or agent has examined the plans, terms and conditions and specifications therefore, and is familiar with all requirements, that bidder and/or agent has examined this Form and the provisions incorporated by reference herein; and bidder and/or agent hereby proposes, and agrees to the Contract apparatus, and other means of construction, and to do all the work and furnish all the materials in accordance with the scope of work in the time stated herein, for the unit price and/or lump sum price as follows:

BASE PRICE: $54324.53

SALES TAX: (9.25%) 5025.02 **(ADD TO BASE PRICE ONLY)**

SUB-TOTAL: $59349.55

DISCOUNTS:

DOC FEES: 85.00

TIRE FEES: 8.75

DELIVERY: 75.00

PRICE: $59,518.30 **EA**

TOTAL COST: (1)

Fifty Nine thousand five hundred Eighteen and 30/100 **(Written out in numeral amount)**

$59,518.30 **(Numeral Amount)**

OF DAYS FOR DELIVERY, AFTER RECEIPT OF P.O. 274

Vendor: FUTURE FORD OF CONCORD

Address: 2285 DIAMOND BLVD City/State: CONCORD CA Zip: 94520

Contact Name: STEVE TEHERO

Signature: [signature] Title: Commercial Sales Manager

Telephone: 925-521-2136 Fax:

Email: stehero@futurefordofconcord.com

Email: stehero@fortefordofconcord.com

NOTE: This Bid Worksheet must be completed and returned with all applicable attachments to the City. Any bid submitted, absent this worksheet will not be considered

Specifications for One (1) Ford Police Interceptor Utility – Traffic

POLICE INTERCEPTOR UTILITY AWD – **K8A**

SERIES – **500A**

- AWD 3.3L V6 Direct Injection Hybrid Engine with 10 Speed Automatic Transmission - **99W/44B**
- Front Headlamp Lighting Solution – **66A**
- Rear Lighting Solution – **66C**
- Dark Car Feature – **43D**
- Spot Lamp-Led Bulb Dual (Driver & Passenger) (Whelen) – **51V**
- Underbody Deflector Plate – **76D**
- Rear View Camera Displayed in Rear View Mirror – **87R**
- Rear Camera on-Demand – **19V**
- Global Lock / Unlock Feature – **18D**
- Remote Keyless Entry – **55F**
- Ballistic Door Panels (Level IV+) – **90G**
- BLIS-Blind Spot Monitoring – **55B**
- Police Perimeter Alert – **68B**
- Reverse Sensing System – **76R**
- Rear Auxiliary Air conditioning – **17A**
- OBD-II Split connector – **61B**

COLOR

- Exterior – Agate Black – **UM** (All Black, No White Doors)
- Interior – Charcoal Black - Cloth Front Buckets / Vinyl Rear – **96**

MEET ALL CALIFORNIA AND FEDERAL EMISSIONS STANDARDS

WARRANTY

- 3 Year / 36,000 Miles Bumper / Bumper
- 8 Year / 100,000 Miles Hybrid Unique Components

FORD PROTECT EXTENDED CAR SERVICE PLAN

- 8 Year / 150,000 Miles (zero deductible)

(4) Sets of Keys/Fobs

ALL OTHER ITEMS CONSIDERED STANDARD EQUIPMENT

RFQ# FV-083122

Specifications for Eight (8) Ford F150 Reg

EQUIPMENT GROUP – **101A**

- Regular Cab 4x2 – 6.5' Box – **F1C**
- 5.0L V8 with Auto Start-Stop Technology and Flex Fuel Capability – **995**
- Electronic 10-Speed Automatic Transmission – **44G**
- Class IV Trailer Hitch – **53B**
- Auto Start-Stop Removal – **52X**
- Vinyl 40/20/40 front Seat – **A**
- Integrated Trailer Brake Controller – **67T**
- Bedliner-Tough Bed Spray In – **96W**

COLOR

- Exterior – Oxford White – **YZ**
- Interior – Black/Medium Dark Slate – **AS**

MEET ALL CALIFORNIA AND FEDERAL EMISSIONS STANDARDS

WARRANTY

- 3 Year / 36,000 Miles Bumper / Bumper

FORD PROTECT EXTENDED CAR SERVICE PLAN

- 8 Year / 150,000 Miles (zero deductible)

(4) Sets of Keys/Fobs

ALL OTHER ITEMS CONSIDERED STANDARD EQUIPMENT

RFQ# FV-083122

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 Contract Renewal Agreement with Axon Enterprise, Inc.

MEETING DATE: September 19, 2022

EXECUTIVE SUMMARY

Staff Recommends approval of the Axon Enterprise Inc., five-year Contract Renewal Agreement to provide equipment and electronic media storage for the Police Department for years 2022 through 2027.

FISCAL IMPACT

This Resolution approving the five-year Contract Renewal Agreement for electronic and medial storage with Axon Enterprises, Inc. shall not exceed $1,862,386. The Police Department's General Fund Budget (Fund 110) includes $324,957 for FY 2022/23 and anticipates another $384,357 to be paid annually concluding in FY 2026/27.

RECOMMENDATION

City Council adopt the attached Resolution to execute the five-year Contract Renewal Agreement with Axon Enterprise, Inc.

BACKGROUND

The Pittsburg Police Department began using body worn cameras in 2012. Since that time Axon technology and equipment has advanced to a level that provides officers with a vast array of equipment and services which enhances officer safety, accountability, and operational efficiency. The renewal of this contract will continue to equip officers with these indispensable tools which have become a staple to their daily operations.

The Purchasing Agreement includes body worn cameras, in car cameras, signal devices to automatically activate cameras, conducted electrical weapons, and interview room monitoring devices. The electronic media storage (Evidence.com) is unlimited in capacity to include unlimited third-party data and will safely encrypt and store said media. This contract includes two equipment refreshment clauses outfitting the police department with the most

up-to-date hardware dispersed in intervals throughout the life of the contract. In addition, Axon will provide virtual reality training equipment for the purpose of enhanced de-escalation training, on site training and training vouchers for five officers to reach master level training instructors in the use of conducted electrical weapons.

SUBCOMMITTEE FINDINGS

This item was presented to the Public Safety Subcommittee on September 6, 2022.

STAFF ANALYSIS

Continuing advancements in this technology and growing security concerns, has left the current equipment outdated, and the Department in a challenged position to confidently comply with security requirements.

In 2015 Assembly Bill No. 69 was approved by the Governor adding Section 832.18 to the California Penal Code. Penal Code 832.18 requires law enforcement agencies to consider specified best practices when establishing policies and procedures for downloading and storing data from body-worn cameras, prohibiting the unauthorized use, duplication, or distribution of the data, and establishing storage periods for evidentiary and non- evidentiary data. The Police Department must establish specific measures to prevent data tampering, deleting, and copying including prohibiting the unauthorized use, duplication, or distribution of body worn camera data.

The data storage vendor, Evidence.com owned and operated by Axon Enterprise, Inc. is an experienced and reputable third-party vendor and meets all requirements set forth in Penal Code 832.18, to include abiding by to the terms and requirements set forth in the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Addendum. The detailed audit trail further prevents data tampering and unauthorized access ensuring the Department’s security and compliance.

ATTACHMENTS: Axon Quote
Resolution

Report Prepared By: Chief Steve Albanese

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution to Approve and Authorize)
The Purchasing Agreement with)
Axon Enterprise, Inc.) RESOLUTION NO. 22-_____

WHEREAS, the Pittsburg Police Department began using body worn cameras in 2012. Since that time Axon technology and equipment has advanced to a level that provides officers with a vast array of equipment and services which enhances officer safety, accountability, and operational efficiency. The renewal of this contract will continue to equip officers with these indispensable tools which have become a staple to their daily operations; and

WHEREAS, advancements in this technology and continued security concerns has left the current equipment outdated, and the Department in a continued need to confidently comply with growing security requirements; and

WHEREAS, staff has negotiated terms of an agreement with Axon Enterprise, Inc. for body-worn and fleet camera hardware equipment and software subscription, Tasers and unlimited data storage as outlined in the agreement.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. The City Council finds and determines that the above recitals are true and correct and incorporated herein.

Section 2. The City Manager or his designee is authorized and directed to execute a five-year Contract Renewal Agreement with Axon Enterprise, Inc. to provide equipment and electronic media storage for the Police Department in an amount not to exceed $1,862,386.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of September 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-408046-44797.880KP

Issued: 08/24/2022

Quote Expiration: 09/30/2022

Estimated Contract Start Date: 10/15/2022

Account Number: 106911
Payment Terms: N30
Delivery Method: UPS Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-65 Civic Ave 65 Civic Ave Pittsburg, CA 94565-3814 USA	Pittsburg Police Dept - CA 65 Civic Ave Pittsburg, CA 94565-3814 USA Email: pwentz@ci.pittsburg.ca.us

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Panasewicz Phone: +1 4803294734 Email: kylep@axon.com Fax: (480) 905-2071	Patrick Wentz Phone: (925) 252-4931 Email: wentz@ci.pittsburg.ca.us Fax: (925) 252-4813

Quote Summary

Program Length	60 Months
TOTAL COST	$1,791,423.80
ESTIMATED TOTAL W/ TAX	$1,862,386.71

Discount Summary

Average Savings Per Year	$199,989.70
TOTAL SAVINGS	$999,948.50

Payment Summary

Date	Subtotal	Tax	Total
Sep 2022	$312,833.82	$12,123.27	$324,957.09
Sep 2023	$369,647.50	$14,709.91	$384,357.41
Sep 2024	$369,647.50	$14,709.91	$384,357.41
Sep 2025	$369,647.50	$14,709.91	$384,357.41
Sep 2026	$369,647.48	$14,709.91	$384,357.39
Total	**$1,791,423.80**	**$70,962.91**	**$1,862,386.71**

Quote Unbundled Price:	**$2,791,372.30**
Quote List Price:	**$2,189,585.20**
Quote Subtotal:	**$1,791,423.80**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	43	10		$51.24	$0.00	$0.00	$0.00	$0.00
2022OSP7+Premium	2022 - OFFICER SAFETY PLAN 7 PLUS Premium	87	60	$331.60	$249.00	$227.23	$1,186,140.60	$54,191.06	$1,240,331.66
2022Unlim7+Prem	2022 UNLIMITED 7+ PREMIUM BUNDLE	18	60	$271.32	$209.00	$186.66	$201,592.80	$7,265.25	$208,858.05
Fleet3ARe	Fleet 3 Advanced Renewal	43	50	$195.25	$148.00	$148.00	$318,200.00	$8,154.26	$326,354.26
BWCamTAP	Body Worn Camera TAP Bundle	10	60	$30.87	$28.00	$0.00	$0.00	$0.00	$0.00
A la Carte Hardware									
72036	FLEET 3 STANDARD 2 CAMERA KIT	43			$2,495.00	$0.00	$0.00	$0.00	$0.00
72036	FLEET 3 STANDARD 2 CAMERA KIT	1			$2,495.00	$0.00	$0.00	$0.00	$0.00
AB3C	AB3 Camera Bundle	85			$699.00	$0.00	$0.00	$0.00	$0.00
AB3MBD	AB3 Multi Bay Dock Bundle	14			$1,538.90	$0.00	$0.00	$0.00	$0.00
AB3C	AB3 Camera Bundle	18			$699.00	$0.00	$0.00	$0.00	$0.00
AB3C	AB3 Camera Bundle	10			$699.00	$0.00	$0.00	$0.00	$0.00
A la Carte Software									
80504	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE	5	60		$69.00	$69.00	$20,700.00	$0.00	$20,700.00
50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	60		$25.00	$25.00	$4,500.00	$0.00	$4,500.00
50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	60		$29.17	$29.17	$3,500.40	$0.00	$3,500.40
50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	5	60		$99.00	$99.00	$29,700.00	$0.00	$29,700.00
87050	FLEET VIEW XL LICENSE	43	10		$29.00	$29.00	$12,470.00	$0.00	$12,470.00
80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	43	10		$34.00	$34.00	$14,620.00	$1,352.34	$15,972.34
A la Carte Services									
20379	VR 1-DAY SERVICE	1			$4,125.00	$0.00	$0.00	$0.00	$0.00
85144	AXON STARTER	1			$4,125.00	$0.00	$0.00	$0.00	$0.00
85014	AXON 1-DAY SERVICE	1			$3,000.00	$0.00	$0.00	$0.00	$0.00
Total							**$1,791,423.80**	**$70,962.91**	**$1,862,386.71**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	100126	AXON VR TACTICAL BAG	2	09/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	100186	HTC FOCUS 3 WRIST TRACKER	4	09/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	87	09/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	2	09/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20018	TASER 7 BATTERY PACK, TACTICAL	104	09/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	2	09/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	44	09/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	43	09/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	2	09/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	2	09/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20298	VR-ENABLED GLOCK 19 CONTROLLER	2	09/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20378	HTC FOCUS 3 VR HEADSET	4	09/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	522	09/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	348	09/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	348	09/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	100	09/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	4	09/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	4	09/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	09/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	09/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	174	09/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	74200	TASER 7 6-BAY DOCK AND CORE	1	09/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	75015	SIGNAL SIDEARM KIT	87	09/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	09/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	09/15/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	100126	AXON VR TACTICAL BAG	1	09/15/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	100186	HTC FOCUS 3 WRIST TRACKER	2	09/15/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	1	09/15/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	1	09/15/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	20298	VR-ENABLED GLOCK 19 CONTROLLER	1	09/15/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	20378	HTC FOCUS 3 VR HEADSET	1	09/15/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	2	09/15/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	2	09/15/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	36	09/15/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	75015	SIGNAL SIDEARM KIT	18	09/15/2022
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	94	09/15/2022
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	11	09/15/2022
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	20	09/15/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	85	09/15/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	10	09/15/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	18	09/15/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	2	09/15/2022
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	94	09/15/2022

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	20	09/15/2022
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	14	09/15/2022
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	14	09/15/2022
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	14	09/15/2022
A la Carte	72036	FLEET 3 STANDARD 2 CAMERA KIT	43	07/15/2023
A la Carte	72036	FLEET 3 STANDARD 2 CAMERA KIT	1	07/15/2023
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	348	09/15/2023
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	348	09/15/2024
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	348	09/15/2024
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	100210	VIRTUAL REALITY TABLET REFRESH ONE	2	03/15/2025
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20373	VIRTUAL REALITY HEADSET REFRESH ONE	4	03/15/2025
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73309	AXON CAMERA REFRESH ONE	87	03/15/2025
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73689	MULTI-BAY BWC DOCK 1ST REFRESH	11	03/15/2025
2022 UNLIMITED 7+ PREMIUM BUNDLE	100210	VIRTUAL REALITY TABLET REFRESH ONE	1	03/15/2025
2022 UNLIMITED 7+ PREMIUM BUNDLE	20373	VIRTUAL REALITY HEADSET REFRESH ONE	1	03/15/2025
2022 UNLIMITED 7+ PREMIUM BUNDLE	73309	AXON CAMERA REFRESH ONE	18	03/15/2025
2022 UNLIMITED 7+ PREMIUM BUNDLE	73689	MULTI-BAY BWC DOCK 1ST REFRESH	3	03/15/2025
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	10	03/15/2025
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	348	09/15/2025
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	348	09/15/2026
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73310	AXON CAMERA REFRESH TWO	87	09/15/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73688	MULTI-BAY BWC DOCK 2ND REFRESH	11	09/15/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73310	AXON CAMERA REFRESH TWO	18	09/15/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73688	MULTI-BAY BWC DOCK 2ND REFRESH	3	09/15/2027
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	10	09/15/2027
Fleet 3 Advanced Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	43	10/14/2027
Fleet 3 Advanced Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	1	10/14/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	100165	UNLIMITED 3RD-PARTY STORAGE	87	10/15/2022	10/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20248	TASER 7 EVIDENCE.COM LICENSE	87	10/15/2022	10/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20248	TASER 7 EVIDENCE.COM LICENSE	1	10/15/2022	10/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20370	FULL VR TASER 7 ADD-ON USER ACCESS	87	10/15/2022	10/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73478	REDACTION ASSISTANT USER LICENSE	87	10/15/2022	10/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73618	CITIZEN FOR COMMUNITIES USER LICENSE	87	10/15/2022	10/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73680	RESPOND DEVICE PLUS LICENSE	87	10/15/2022	10/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73681	AXON RECORDS FULL	87	10/15/2022	10/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73682	AUTO TAGGING LICENSE	87	10/15/2022	10/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	87	10/15/2022	10/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73739	PERFORMANCE LICENSE	87	10/15/2022	10/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73746	PROFESSIONAL EVIDENCE.COM LICENSE	87	10/15/2022	10/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	85760	Auto-Transcribe Unlimited Service	87	10/15/2022	10/14/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	100165	UNLIMITED 3RD-PARTY STORAGE	18	10/15/2022	10/14/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	20370	FULL VR TASER 7 ADD-ON USER ACCESS	18	10/15/2022	10/14/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73478	REDACTION ASSISTANT USER LICENSE	18	10/15/2022	10/14/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2022 UNLIMITED 7+ PREMIUM BUNDLE	73618	CITIZEN FOR COMMUNITIES USER LICENSE	18	10/15/2022	10/14/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73680	RESPOND DEVICE PLUS LICENSE	18	10/15/2022	10/14/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73681	AXON RECORDS FULL	18	10/15/2022	10/14/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73682	AUTO TAGGING LICENSE	18	10/15/2022	10/14/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	18	10/15/2022	10/14/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73739	PERFORMANCE LICENSE	18	10/15/2022	10/14/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73746	PROFESSIONAL EVIDENCE.COM LICENSE	18	10/15/2022	10/14/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	85760	Auto-Transcribe Unlimited Service	18	10/15/2022	10/14/2027
A la Carte	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	10/15/2022	10/14/2027
A la Carte	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	10/15/2022	10/14/2027
A la Carte	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	5	10/15/2022	10/14/2027
A la Carte	80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	43	10/15/2022	08/14/2023
A la Carte	80504	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE	5	10/15/2022	10/14/2027
A la Carte	87050	FLEET VIEW XL LICENSE	43	10/15/2022	08/14/2023
Fleet 3 Advanced Renewal	80400	FLEET, VEHICLE LICENSE	43	08/15/2023	10/14/2027
Fleet 3 Advanced Renewal	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	43	08/15/2023	10/14/2027
Fleet 3 Advanced Renewal	80402	RESPOND DEVICE LICENSE - FLEET 3	43	08/15/2023	10/14/2027
Fleet 3 Advanced Renewal	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	86	08/15/2023	10/14/2027

Services

Bundle	Item	Description	QTY
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	87
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80190	Evidence.com Channel Services	1
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80223	INACTIVE CHANNEL ACCESS LICENSE	1
2022 UNLIMITED 7+ PREMIUM BUNDLE	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	18
2022 UNLIMITED 7+ PREMIUM BUNDLE	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
2022 UNLIMITED 7+ PREMIUM BUNDLE	80190	Evidence.com Channel Services	1
2022 UNLIMITED 7+ PREMIUM BUNDLE	80223	INACTIVE CHANNEL ACCESS LICENSE	1
Fleet 3 Advanced Renewal	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	43
A la Carte	20379	VR 1-DAY SERVICE	1
A la Carte	85014	AXON 1-DAY SERVICE	1
A la Carte	85144	AXON STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	100197	HTC FOCUS 3 VR HEADSET - WARRANTY	4	10/15/2022	10/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	100198	AXON VR CONTROLLER KIT - WARRANTY	2	10/15/2022	10/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	11	10/15/2022	10/14/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	100197	HTC FOCUS 3 VR HEADSET - WARRANTY	1	10/15/2022	10/14/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	100198	AXON VR CONTROLLER KIT - WARRANTY	1	10/15/2022	10/14/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	3	10/15/2022	10/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80374	EXT WARRANTY, TASER 7 BATTERY PACK	104	09/15/2023	10/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80395	EXT WARRANTY, TASER 7 HANDLE	87	09/15/2023	10/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80395	EXT WARRANTY, TASER 7 HANDLE	2	09/15/2023	10/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	09/15/2023	10/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80464	EXT WARRANTY, CAMERA (TAP)	87	09/15/2023	10/14/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	80464	EXT WARRANTY, CAMERA (TAP)	18	09/15/2023	10/14/2027
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	10	09/15/2023	10/14/2027
Fleet 3 Advanced Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	43	07/15/2024	10/14/2027
Fleet 3 Advanced Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	07/15/2024	10/14/2027

Payment Details

Sep 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	2022OSP7+Premium	2022 - OFFICER SAFETY PLAN 7 PLUS Premium	87	$188,932.16	$8,631.74	$197,563.90
Year 1	2022Unlim7+Prem	2022 UNLIMITED 7+ PREMIUM BUNDLE	18	$32,110.21	$1,157.25	$33,267.46
Year 1	20379	VR 1-DAY SERVICE	1	$0.00	$0.00	$0.00
Year 1	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	$540.00	$0.00	$540.00
Year 1	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$420.05	$0.00	$420.05
Year 1	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	5	$3,564.00	$0.00	$3,564.00
Year 1	72036	FLEET 3 STANDARD 2 CAMERA KIT	43	$0.00	$0.00	$0.00
Year 1	72036	FLEET 3 STANDARD 2 CAMERA KIT	1	$0.00	$0.00	$0.00
Year 1	80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	43	$3,589.83	$332.06	$3,921.89
Year 1	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	43	$0.00	$0.00	$0.00
Year 1	80504	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE	5	$2,484.00	$0.00	$2,484.00
Year 1	85014	AXON 1-DAY SERVICE	1	$0.00	$0.00	$0.00
Year 1	85144	AXON STARTER	1	$0.00	$0.00	$0.00
Year 1	87050	FLEET VIEW XL LICENSE	43	$3,061.92	$0.00	$3,061.92
Year 1	AB3C	AB3 Camera Bundle	85	$0.00	$0.00	$0.00
Year 1	AB3C	AB3 Camera Bundle	10	$0.00	$0.00	$0.00
Year 1	AB3C	AB3 Camera Bundle	18	$0.00	$0.00	$0.00
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	14	$0.00	$0.00	$0.00
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	10	$0.00	$0.00	$0.00
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	43	$78,131.65	$2,002.22	$80,133.87
Total				**$312,833.82**	**$12,123.27**	**$324,957.09**

Sep 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	2022OSP7+Premium	2022 - OFFICER SAFETY PLAN 7 PLUS Premium	87	$249,302.11	$11,389.83	$260,691.94
Year 2	2022Unlim7+Prem	2022 UNLIMITED 7+ PREMIUM BUNDLE	18	$42,370.65	$1,527.00	$43,897.65
Year 2	20379	VR 1-DAY SERVICE	1	$0.00	$0.00	$0.00
Year 2	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	$990.00	$0.00	$990.00
Year 2	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$770.09	$0.00	$770.09
Year 2	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	5	$6,534.00	$0.00	$6,534.00
Year 2	72036	FLEET 3 STANDARD 2 CAMERA KIT	43	$0.00	$0.00	$0.00
Year 2	72036	FLEET 3 STANDARD 2 CAMERA KIT	1	$0.00	$0.00	$0.00
Year 2	80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	43	$2,757.54	$255.07	$3,012.61
Year 2	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	43	$0.00	$0.00	$0.00
Year 2	80504	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE	5	$4,554.00	$0.00	$4,554.00
Year 2	85014	AXON 1-DAY SERVICE	1	$0.00	$0.00	$0.00
Year 2	85144	AXON STARTER	1	$0.00	$0.00	$0.00
Year 2	87050	FLEET VIEW XL LICENSE	43	$2,352.02	$0.00	$2,352.02
Year 2	AB3C	AB3 Camera Bundle	85	$0.00	$0.00	$0.00
Year 2	AB3C	AB3 Camera Bundle	10	$0.00	$0.00	$0.00
Year 2	AB3C	AB3 Camera Bundle	18	$0.00	$0.00	$0.00
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	14	$0.00	$0.00	$0.00

Sep 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	10	$0.00	$0.00	$0.00
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	43	$60,017.09	$1,538.01	$61,555.10
Total				**$369,647.50**	**$14,709.91**	**$384,357.41**

Sep 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	2022OSP7+Premium	2022 - OFFICER SAFETY PLAN 7 PLUS Premium	87	$249,302.11	$11,389.83	$260,691.94
Year 3	2022Unlim7+Prem	2022 UNLIMITED 7+ PREMIUM BUNDLE	18	$42,370.65	$1,527.00	$43,897.65
Year 3	20379	VR 1-DAY SERVICE	1	$0.00	$0.00	$0.00
Year 3	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	$990.00	$0.00	$990.00
Year 3	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$770.09	$0.00	$770.09
Year 3	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	5	$6,534.00	$0.00	$6,534.00
Year 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	43	$0.00	$0.00	$0.00
Year 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	1	$0.00	$0.00	$0.00
Year 3	80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	43	$2,757.54	$255.07	$3,012.61
Year 3	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	43	$0.00	$0.00	$0.00
Year 3	80504	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE	5	$4,554.00	$0.00	$4,554.00
Year 3	85014	AXON 1-DAY SERVICE	1	$0.00	$0.00	$0.00
Year 3	85144	AXON STARTER	1	$0.00	$0.00	$0.00
Year 3	87050	FLEET VIEW XL LICENSE	43	$2,352.02	$0.00	$2,352.02
Year 3	AB3C	AB3 Camera Bundle	85	$0.00	$0.00	$0.00
Year 3	AB3C	AB3 Camera Bundle	10	$0.00	$0.00	$0.00
Year 3	AB3C	AB3 Camera Bundle	18	$0.00	$0.00	$0.00
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	14	$0.00	$0.00	$0.00
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	10	$0.00	$0.00	$0.00
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	43	$60,017.09	$1,538.01	$61,555.10
Total				**$369,647.50**	**$14,709.91**	**$384,357.41**

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	2022OSP7+Premium	2022 - OFFICER SAFETY PLAN 7 PLUS Premium	87	$249,302.11	$11,389.83	$260,691.94
Year 4	2022Unlim7+Prem	2022 UNLIMITED 7+ PREMIUM BUNDLE	18	$42,370.65	$1,527.00	$43,897.65
Year 4	20379	VR 1-DAY SERVICE	1	$0.00	$0.00	$0.00
Year 4	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	$990.00	$0.00	$990.00
Year 4	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$770.09	$0.00	$770.09
Year 4	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	5	$6,534.00	$0.00	$6,534.00
Year 4	72036	FLEET 3 STANDARD 2 CAMERA KIT	43	$0.00	$0.00	$0.00
Year 4	72036	FLEET 3 STANDARD 2 CAMERA KIT	1	$0.00	$0.00	$0.00
Year 4	80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	43	$2,757.54	$255.07	$3,012.61
Year 4	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	43	$0.00	$0.00	$0.00
Year 4	80504	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE	5	$4,554.00	$0.00	$4,554.00
Year 4	85014	AXON 1-DAY SERVICE	1	$0.00	$0.00	$0.00
Year 4	85144	AXON STARTER	1	$0.00	$0.00	$0.00
Year 4	87050	FLEET VIEW XL LICENSE	43	$2,352.02	$0.00	$2,352.02
Year 4	AB3C	AB3 Camera Bundle	85	$0.00	$0.00	$0.00

Sep 2025						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 4	AB3C	AB3 Camera Bundle	10	$0.00	$0.00	$0.00
Year 4	AB3C	AB3 Camera Bundle	18	$0.00	$0.00	$0.00
Year 4	AB3MBD	AB3 Multi Bay Dock Bundle	14	$0.00	$0.00	$0.00
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	10	$0.00	$0.00	$0.00
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	43	$60,017.09	$1,538.01	$61,555.10
Total				**$369,647.50**	**$14,709.91**	**$384,357.41**

Sep 2026						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 5	2022OSP7+Premium	2022 - OFFICER SAFETY PLAN 7 PLUS Premium	87	$249,302.11	$11,389.83	$260,691.94
Year 5	2022Unlim7+Prem	2022 UNLIMITED 7+ PREMIUM BUNDLE	18	$42,370.64	$1,527.00	$43,897.64
Year 5	20379	VR 1-DAY SERVICE	1	$0.00	$0.00	$0.00
Year 5	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	$990.00	$0.00	$990.00
Year 5	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$770.08	$0.00	$770.08
Year 5	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	5	$6,534.00	$0.00	$6,534.00
Year 5	72036	FLEET 3 STANDARD 2 CAMERA KIT	43	$0.00	$0.00	$0.00
Year 5	72036	FLEET 3 STANDARD 2 CAMERA KIT	1	$0.00	$0.00	$0.00
Year 5	80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	43	$2,757.55	$255.07	$3,012.62
Year 5	80477	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	43	$0.00	$0.00	$0.00
Year 5	80504	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE	5	$4,554.00	$0.00	$4,554.00
Year 5	85014	AXON 1-DAY SERVICE	1	$0.00	$0.00	$0.00
Year 5	85144	AXON STARTER	1	$0.00	$0.00	$0.00
Year 5	87050	FLEET VIEW XL LICENSE	43	$2,352.02	$0.00	$2,352.02
Year 5	AB3C	AB3 Camera Bundle	85	$0.00	$0.00	$0.00
Year 5	AB3C	AB3 Camera Bundle	10	$0.00	$0.00	$0.00
Year 5	AB3C	AB3 Camera Bundle	18	$0.00	$0.00	$0.00
Year 5	AB3MBD	AB3 Multi Bay Dock Bundle	14	$0.00	$0.00	$0.00
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	10	$0.00	$0.00	$0.00
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	43	$60,017.08	$1,538.01	$61,555.09
Total				**$369,647.48**	**$14,709.91**	**$384,357.39**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

8/24/2022



ATTENTION

This order may qualify for freight shipping, please fill out the following information.

Who is the receiving contact and what is the contact phone number for this shipment?	
What are the receiving hours of operation?	
Is a loading dock available for this incoming shipment? If yes, are you able to unload pallets from the trailer or will the driver need to assist with unload?	
Do you have a forklift and/or pallet jack to transport pallets into your facility?	
Are there any delivery restrictions (no 53' trailers, no box trucks, etc.)?	

FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Pittsburg Police Dept - CA the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGNECY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's NetCloud Manager to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are ~~not~~ considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may results in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not ‘certify’ a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warrantied by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

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 Negotiation and Execution of Agreement with Motorola Solutions to Replace Police Radio System to Meet California Department of Justice Requirements

MEETING DATE: September 19, 2022

EXECUTIVE SUMMARY

The Police Department is required to meet the California Department of Justice Security Policy and the FBI Criminal Justice Information Services Security Policy to ensure the confidentiality of information from the California Law Enforcement Telecommunications System (CLETS). Compliance will require the Police Department to upgrade all radio systems to include encryption of all radio traffic. All current radio equipment is at the end of its useful life and is no longer supported or serviced by Motorola. Encrypting the current equipment would not be prudent as current equipment will go out of service in 2023. If approved, the resolution will authorize the purchase of upgrading and encrypting all radio communication equipment.

FISCAL IMPACT

This Resolution approving the seven-year contract with Motorola Solutions shall not exceed $1,501,631. The Police Department's General Fund Budget (Fund 110) will include annual payments of $247,579.75 commencing FY 2023/24 and concluding FY 2029/30. This cost will include the equipment replacement and the encryption. Motorola Solutions, Inc. is the only provider which can supply the encryption for the Motorola System as the engineering is proprietary and Motorola is the Sole Source Provider.

RECOMMENDATION

Staff recommends City Council approval of the attached Resolution authorizing negotiation and execution of an Agreement with Motorola Solutions and the appropriation of funds in the amount of $1,501,631 to Motorola Solutions, Inc. to supply equipment and the encryption of all Police Department Motorola Radios to meet the security requirements and bring the police radio system into compliance with the FBI Criminal Justice Information Services Security Policy as well as modernize all communications equipment.

BACKGROUND

The East Bay Regional Communications System Authority (EBRCSA) was officially created on September 11, 2007 with the formation of a Joint Powers Authority (JPA). Currently, there are 43 member agencies consisting of both Contra Costa and Alameda counties, 30 cities, 6 special districts, 3 Colleges, Dublin-San Ramon Services District and the California Department of Transportation serving a population of over 2.5 million people.

As of December 2010, the Pittsburg Police Department entered into the project operating agreement with the East Bay Regional Communication Systems Authority. All radio communication for the Pittsburg Police Department is transmitted through this system.

The California Department of Justice now requires law enforcement agencies to provide confidentiality of information transmitted over the radio system with digital encryption. The department is currently working with EBRCS to meet these requirements through the sole source vendor of Motorola Solutions, Inc. In June of 2022, to meet these requirements, Council authorized the amount of $155,851.68 to encrypt our current radio communications system.

The current radio communications equipment is twelve years old. This current equipment will be out of service in 2023; Motorola will no longer service or manufacture parts as the model is antiquated. Instead of encrypting the current antiquated equipment, this resolution would authorize the purchase of upgraded and modernized radio equipment and the encryption from Motorola Solutions, Inc. in the amount of $1,501,631 through a seven year municipal lease purchase. The first payment of $247,579.75 from the FY 2023-2024 general fund budget will be made in September 2023 and six additional payments will be made annually over the next six annual budget cycles. The updated radio equipment will allow the department to meet and exceed the encryption requirements for all police radio communication within the EBRCS communication network.

SUBCOMMITTEE FINDINGS

This item has been presented to and supported by the Public Safety Subcommittee on September 6, 2022.

STAFF ANALYSIS

The Pittsburg Police Department recommends adoption of the Resolution authorizing negotiation and execution of an Agreement with Motorola Solutions to replace all communications equipment and meet the California Department of Justice and FBI Criminal Justice Information Services Security Policy.

Report Prepared By: Steve Albanese, Chief of Police

ATTACHMENTS: Resolution

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the matter of:

Adoption of a City Council Resolution Authorizing Negotiation and Execution of Agreement with Motorola Solutions to Replace Police Radio System to Meet California Department of Justice Requirements	)	RESOLUTION NO. 22-

WHEREAS, the Police Department is included in the East Bay Regional Communications Systems Authority (EBRCSA) since its formation in 2007; and

WHEREAS, the Pittsburg Police Department is required to upgrade all radio systems to include encryption of all radio traffic pursuant to the California Department of Justice and FBI Criminal Justice Information Services Security Policy; and

WHEREAS, all current radio equipment currently being utilized by the Pittsburg Police Department is at the end of its useful life and is no longer supported by its manufacturer; and

WHEREAS, Motorola Solutions is the only provider which can supply the encryption for the Motorola system utilized by the Police Department.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to negotiate and execute an Agreement with Motorola Solutions to meet the encryption standards in compliance with the California Department of Justice Security Policy and the FBI Criminal Justice Information Services Security Policy, and replace all current communications equipment and authorizes the appropriation of funds in the amount of $1,501,631 which will be dispersed in annual payments of $247,579.75 commencing FY 2023/24 and concluding FY 2029/30.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19TH day of September 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk