



CALL OF SPECIAL MEETING

Antioch City Council Special Meeting

Pursuant to Government Code section 54956, I hereby call a Special Meeting of the Antioch City Council. Said meeting shall be held on the following date, time, and place:

DATE: Tuesday, November 15, 2022

TIME: 7:00 P.M. Special Meeting

PLACE: Council Chambers
200 'H' Street
Antioch, CA 94509

The only items of business to be considered at such Special Meeting shall be set forth on the Special Meeting Agenda.

Dated: November 8, 2022

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

LAMAR A. THORPE, Mayor
City of Antioch



ANNOTATED AGENDA

Antioch City Council SPECIAL MEETING

**Including the Antioch City Council acting as
Housing Successor to the Antioch Development Agency**

Date: Tuesday, November 15, 2022

Time: 7:00 P.M. – Special Meeting

Place: Council Chambers

200 'H' Street

Antioch, CA 94509

City Council meetings are televised live on Comcast channel 24, AT&T U-verse channel 99, or live stream (at www.antiochca.gov). Please see inside cover for detailed Speaker Rules.

PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.

Lamar Thorpe, Mayor

Michael Barbanica, Mayor Pro Tem (District 2)

Tamisha Torres-Walker, Council Member District 1

Lori Ogorchock, Council Member District 3

Monica E. Wilson, Council Member District 4

Ellie Householder, City Clerk

Lauren Posada, City Treasurer

Cornelius Johnson, City Manager

Thomas Lloyd Smith, City Attorney

In accordance with the Americans with Disabilities Act and California law, it is the policy of the City of Antioch to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodation, please contact the ADA Coordinator at the number or address below at least 72 hours prior to the meeting or when you desire to receive services. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility. The City's ADA Coordinator can be reached @ Phone: (925) 779-6950, and e-mail: publicworks@ci.antioch.ca.us.

NOTICE OF OPPORTUNITY TO ADDRESS CITY COUNCIL

The public has the opportunity to address the City Council on each agenda item. No one may speak more than once on an agenda item.

Members of the public wishing to provide public comment on an agenda item, may do so in one of the following ways (#2 pertains to the Zoom Webinar Platform):

1. **IN PERSON** – Fill out a Speaker Request Form, available near the entrance doors, and place in the Speaker Card Tray near the City Clerk before the City Council Meeting begins.
2. **VIRTUAL** – To provide oral public comment on an agenda item during the meeting, please click the following link to register in advance to access the meeting via Zoom Webinar: <https://www.antiochca.gov/speakers>
 - You will be asked to enter an email address and a name. Your email address will not be disclosed to the public. After registering, you will receive an email with instructions on how to connect to the meeting.
 - When the Mayor announces public comment for an agenda item, click the "raise hand" feature in Zoom. For instructions on using the "raise hand" feature in Zoom, visit: https://www.antiochca.gov/raise_hand/. When calling into the meeting using the Zoom Webinar telephone number, press *9 on your telephone keypad to "raise your hand". Please ensure your Zoom client is updated so staff can enable your microphone when it is your turn to speak.

Speakers will be notified shortly before they are called to speak. When you are called to speak, please limit your comments to the time allotted (350 words, up to 3 minutes, at the discretion of the Mayor).

The City cannot guarantee that its network and/or the site will be uninterrupted.

3. **WRITTEN PUBLIC COMMENT** – If you wish to provide a written public comment, you may do so in one of the following ways **by 3:00 p.m. the day of the City Council Meeting**:
 - (1) Fill out an online speaker card, located at https://www.antiochca.gov/speaker_card,
Or,
 - (2) Email the City Clerk's Department at cityclerk@ci.antioch.ca.us.

*Please note: Written public comments received **by 3:00 p.m. the day of the City Council Meeting** will be shared with the City Council before the meeting, entered into the public record, retained on file by the City Clerk's Office, and available to the public upon request. Written public comments will not be read during the City Council Meeting.*

Notice of Opportunity to Address Council

The public has the opportunity to address the Council on each agenda item. To address the Council, fill out a Speaker Request form online **by 3:00 p.m. the day of the Council Meeting** at https://www.antiochca.gov/speaker_card. Please see the Speaker Rules on the inside cover of this Agenda for additional information on public participation. The Council can only take action on items that are listed on the agenda.

7:00 P.M. ROLL CALL – SPECIAL MEETING – for City /City Council Members acting as Housing Successor to the Antioch Development Agency – ***All Present***

PLEDGE OF ALLEGIANCE

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

MAYOR’S COMMENTS

1. PROCLAMATIONS

- Family Court Awareness Month, November 2022
- America’s Recycle Day, November 15, 2022

Approved, 5/0

Recommended Action: It is recommended that the City Council approve the proclamations.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

2. *CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency*

A. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

Recommended Action: It is recommended that the City Council approve the warrants.

B. APPROVAL OF HOUSING SUCCESSOR WARRANTS

Approved, 5/0

Recommended Action: It is recommended that the City Council approve the warrants.

C. REJECTION OF CLAIMS: KIMBERLY KIRKLAND AND JAVIER AGUILAR

Rejected, 5/0

Recommended Action: It is recommended that the City Council reject the claims submitted by Kimberly Kirkland and Javier Aguilar.

CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency – Continued

D. INCREASE TO THE CURRENT PURCHASE ORDER WITH BADGER METER, INC. FOR WATER METER PURCHASES

Reso No. 2022/190 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving an increase of \$1,150,000 to the current purchase order amount with Badger Meter, Inc. to supply water meters throughout the City. The total Purchase Order would increase from \$500,000 to \$1,650,000.

E. SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH CDM SMITH, INC. FOR CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE BRACKISH WATER DESALINATION PROJECT (P.W. 694)

Reso No. 2022/191 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution:

- 1) Approving an amendment to the Fiscal Year 2022/23 Capital Improvement and Operating Budget to increase the funding from the Water Enterprise Fund for the Brackish Water Desalination Project by \$3,370,000;
- 2) Approving the second amendment to the Consulting Services Agreement with CDM Smith, Inc. for construction management services related to the Brackish Water Desalination Project in the amount of \$3,368,706 for a total contract amount of \$7,782,916 and extending the term of the agreement to December 31, 2024; and
- 3) Authorizing and directing the City Manager to execute the second amendment to the Consulting Services Agreement in a form approved by the City Attorney.

F. ACCEPTANCE OF BID AND AWARD OF CONTRACT TO SATELLITE PAINTING, INC. FOR THE MAINTENANCE SERVICE CENTER INTERIOR WALL PAINTING, BID NO. 968-1019-22B

Reso No. 2022/192 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution:

- 1) Accepting the bid from Satellite Painting, Inc. for the Public Works Maintenance Service Center Interior Wall Painting, in the amount not to exceed \$115,000; and
- 2) Authorizing the City Manager to enter into an agreement with Satellite Painting Inc., of San Jose, CA, in a form approved by the City Attorney.

CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency – Continued

- G.** RESCINDING THE SEPTEMBER 27, 2022, AWARD OF THE CURB, GUTTER, AND SIDEWALK REPAIR INCLUDING TREE REMOVAL AND STUMP GRINDING AND INSTALLATION OF CONCRETE CURB RAMPS AND MISCELLANEOUS LOCATIONS 2022/2023 AGREEMENT TO MG AND JC CONCRETE; REJECTING THE BIDS OF MG AND JC CONCRETE AND ANCHOR CONCRETE AS NON-RESPONSIVE AND AWARDING THE AGREEMENT TO MAURI CONCRETE (P.W. 507-19)

Reso No. 2022/193 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution:

- 1) Rescinding its prior Contract Award of September 27, 2022, for the Curb, Gutter, and Sidewalk Repair, including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations 2022/23 to MG and JC Concrete;
- 2) Rejecting the bid of MG and JC Concrete for the Curb, Gutter, and Sidewalk Repair, including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations 2022/23 as non-responsive;
- 3) Rejecting the bid of Anchor Concrete for the Curb, Gutter, and Sidewalk Repair, including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations 2022/23 as non-responsive;
- 4) Awarding the construction agreement for the Curb, Gutter, and Sidewalk Repair, including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations 2022/23 to the lowest responsive, responsible bidder, Mauri Concrete in the amount of \$354,400; and
- 5) Authorizing and directing the City Manager to execute the Agreement in a form approved by the City Attorney.

- H.** RESOLUTION APPROVING THE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR PROMENADE VINEYARDS AT SAND CREEK PHASE 4 SUBDIVISION 9567 (TRI POINTE HOMES HOLDINGS) (P.W. 697-4)

Reso No. 2022/194 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the final map and improvement plans for Promenade Vineyards at Sand Creek Phase 4 Subdivision 9567 (P.W. 697-4).

CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency – Continued

- I. SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH INDIGO HAMMOND+PLAYLE ARCHITECTS, LLP FOR DESIGN ENGINEERING SERVICES RELATED TO THE COMMUNITY RESOURCES AND PUBLIC SAFETY DEPARTMENT (P.W. 700-1)

Reso No. 2022/195 adopted, 3/2 (Barbanica, Ogorchock)

Recommended Action: It is recommended that the City Council adopt a resolution:

- 1) Approving the second amendment to the Consulting Services Agreement with Indigo Hammond+Playle Architects, LLP for design engineering services related to the Community Resources and Public Safety Department in the amount of \$29,500 for a total contract amount of \$179,500; and
- 2) Authorizing and directing the City Manager to execute the second amendment to the Consulting Services Agreement in a form approved by the City Attorney.

- J. CONSIDERATION OF BIDS FOR THE MAINTENANCE SERVICE CENTER WAREHOUSE IMPROVEMENTS (P.W. 143-R)

Reso No. 2022/196 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution:

- 1) Approving an amendment to increase the Fiscal Year 2022/23 Operating Budget for the Maintenance Service Center Warehouse Improvements Project in the amount of \$250,000 from the Water Enterprise Fund and \$250,000 from the Sewer Enterprise Fund;
- 2) Awarding the construction agreement to the lowest, responsive, and responsible bidder, Foundry Construction;
- 3) Approving the construction agreement with Foundry Construction in the amount of \$430,000.00; and
- 4) Authorizing the City Manager to execute the construction agreement with Foundry Construction for a total amount of \$430,000.

CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency – Continued

K. CONSIDERATION OF QUOTE AND AWARD OF CONTRACT TO NC FLOORING GROUP, INC. OF UNION CITY, CA FOR MAINTENANCE SERVICE CENTER AND MARINA FLOORING REPLACEMENTS

Reso No. 2022/197 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution:

- 1) Accepting the quote for the Maintenance Service Center and Marina Office Flooring Replacements from NC Flooring Group, Inc. in an amount not to exceed \$66,357.72; and
- 2) Authorizing the City Manager to execute an agreement with NC Flooring Group, Inc. of Union City CA, for the Maintenance Service Center and Marina Flooring Replacements in a form approved by the City Attorney.

PUBLIC HEARING

3. RESOLUTION ANNEXING CERTAIN PARCELS OF AG EHC II (MTH) CA 2, L.P. (DEER VALLEY ESTATES), INTO CFD NO. 2018-02 (POLICE PROTECTION)

Reso No. 2022/198 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution annexing certain parcels of AG EHC II (MTH) CA 2, L.P. (Deer Valley Estates), into Community Facilities Districts (CFD) No. 2018-02 (Police Protection).

4. RESOLUTION ANNEXING CERTAIN PARCELS OF AG EHC II (MTH) CA 2, L.P. (DEER VALLEY ESTATES) INTO CFD NO. 2022-01 (PUBLIC SERVICES)

Reso No. 2022/199 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution annexing certain parcels of AG EHC II (MTH) CA 2, L.P. (Deer Valley Estates), into Community Facilities Districts No. 2022-01 (Public Services).

COUNCIL REGULAR AGENDA

5. CALIFORNIA ASSEMBLY BILL (AB) 844: GREEN EMPOWERMENT ZONE

Motioned to appoint Mayor Thorpe to the Green Empowerment Zone Board of Directors for a two-year term, 3/2 (Barbanica, Ogorchock)
[No resolution was adopted]

Recommended Action: It is recommended that the City Council receive the presentation, adopt a resolution regarding the City of Antioch's intent to participate in the Green Empowerment Zone and designate one representative who shall serve a two (2) year term.

6. PURCHASE OF SHOTSPOTTER RESPOND TECHNOLOGY WITH SOLE SOURCE JUSTIFICATION REQUEST

Reso No. 2022/200 adopted Substitute Motion, In an annual amount of \$280,000, not to exceed a total amount of \$1,410,000 over five (5) years and re-allocating Police Department salary savings in the Fiscal Year 2022/23 General Fund budget [not ARPA Fund], to fund the first-year cost, 4/1 (Ogorchock)

Recommended Action: It is recommended that the City Council adopt a resolution:

- 1) Approving the sole source request for the purchase and deployment of ShotSpotter, Inc.'s Respond Services;
 - 2) Selecting a five-year purchase agreement with ShotSpotter, Inc., with a one-time \$10,000 startup fee:
 - a. In an annual amount of **\$210,000**, not to exceed a total amount of **\$1,060,000** over 5 years
- OR**
- b. In an annual amount of **\$280,000**, not to exceed a total amount of **\$1,410,000** over 5 years;
 - 3) Authorizing the City Manager to execute the agreement; and
 - 4) Re-allocating Police Department salary savings in the Fiscal Year 2022/23 General Fund budget to fund the first-year cost per the agreement selected.

COUNCIL REGULAR AGENDA – Continued

7. TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH AND ANTIOCH POLICE SWORN MANAGEMENT ASSOCIATION (APSMA) FOR THE PERIOD OF MARCH 1, 2022 – AUGUST 31, 2025

Reso No. 2022/201 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution:

- 1) Approving the Tentative Agreement between the City of Antioch and the Antioch Police Sworn Management Association (APSMA); and
- 2) Authorizing the City Manager or designee to make any necessary adjustments to the Fiscal Year 2021/23 budget to implement the provisions of the Tentative Agreement.

8. TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH AND ANTIOCH PUBLIC WORKS EMPLOYEES' ASSOCIATION (APWEA) FOR THE PERIOD OF APRIL 1, 2022 – MARCH 31, 2026

Reso No. 2022/202 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution:

- 1) Approving the Tentative Agreement between the City of Antioch and the Antioch Public Works Employees Association (APWEA); and
- 2) Authorizing the City Manager or designee to make any necessary adjustments to the Fiscal Year 2022/23 budget to implement the provisions of the Tentative Agreement.

MOTION TO ADJOURN – *After Council Communications and Future Agenda Items, the Mayor will make a motion to adjourn the meeting. A second of the motion is required, and then a majority vote is required to adjourn the meeting.*

Motioned to adjourn Special Meeting at 8:41 p.m., 5/0



FAMILY COURT AWARENESS MONTH

November 2022

WHEREAS, the mission of the Family Court Awareness Month Committee (FCAMC) is to increase awareness of the importance of a family court system that prioritizes child safety and acts in the best interest of children;

WHEREAS, such awareness recognizes the significance of empirically-based education and training for judges and allied professionals in the areas of domestic violence and child abuse including emotional, psychological, physical, and sexual abuse, as well as childhood trauma, coercive control, and post separation abuse;

WHEREAS, the mission at the FCAMC is fueled by the desire to create awareness and change in the family court system for an estimated 58,000 children per year ordered into unsupervised contact with abusive parents, while honoring the hundreds of children harmed during visitation with a dangerous parent;

WHEREAS, scientifically valid, evidence-based treatment programs and services are proven to be safe, effective, and of therapeutic value; and

WHEREAS, the FCAMC's mission is to lift up research that is critical to making decisions that are truly in the best interest of children, including the Adverse Childhood Experiences (ACEs) Study authored by Vincent Felitti, Kaiser Permanente, and the CDC, the Child Custody Evaluators' Beliefs about Domestic Abuse Allegations authored by Daniel Saunders, University of Michigan and sponsored by the National Institute of Justice and Child Custody outcomes in cases involving Parental Alienation and Abuse Allegations authored by Joan S. Meier, GW Law School and sponsored by the National Institute of Justice.

NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch, hereby proclaim that November 2022 is "Family Court Awareness Month," and encourage all residents to support their local communities' efforts to prevent the harm of children at the hands of family members and to honor and value the lives of children.

NOVEMBER 15, 2022

LAMAR A. THORPE, Mayor

1.01
11-15-22



AMERICA RECYCLES DAY

November 15, 2022

WHEREAS, Antioch businesses, schools and residents generate more than 86,000 tons of trash that is buried in a landfill, while recycling roughly 12,000 tons of material annually through the City's recycling program operated by Republic Services;

WHEREAS, recycling saves precious energy, conserves valuable natural resources, protects the environment, reduces landfill needs and has a positive economic impact;

WHEREAS, Antioch local businesses have been working hard to keep even more material out of our landfills by participating in the organics collection program mandated by SB1826 and AB1383;

WHEREAS, keeping organic material out of our landfills is something we can all do to reduce emissions of methane gas, a very powerful short lived climate pollutant;

WHEREAS, the City of Antioch and its businesses, schools, and residents can do even more to reduce waste and recover resources;

WHEREAS, waste reduction and the purchase of recycled-content products are critically important elements of an environmentally responsible waste management program; and

WHEREAS, America Recycles Day is a national promotion to help raise awareness about recycling and buying recycled products.

NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch, hereby proclaim that November 15, 2022 is "America Recycles Day," reinforcing our commitment to and improvement of recycling services for Antioch residents and businesses, thanking our participants in the organics diversion program and encouraging all to use America Recycles Day to renew or begin their commitment to recycling as a way to build a sustainable society.

NOVEMBER 15, 2022

LAMAR A. THORPE, Mayor

1.02
11-15-22



Exhibit A- Commercial Organics Participants

<i>Agape International Church</i>	<i>Da Nang Vietnamese</i>	<i>Los Mexicanos Market</i>
<i>Antioch City Hall</i>	<i>Restaurant</i>	<i>Mac's Old House</i>
<i>Antioch Community Center</i>	<i>Delta Bowl</i>	<i>Marisco Y Antojitos Las Plebes</i>
<i>Antioch Mary Rocha Preschool</i>	<i>Delta Diablo Sanitary District</i>	<i>McDonald's</i>
<i>& Day Care Center</i>	<i>Delta View Post Acute</i>	<i>Markstein Sales</i>
<i>Antioch Public Works</i>	<i>Denny's Restaurant</i>	<i>Merritt Plaza</i>
<i>Antioch Food Center</i>	<i>East Bay Regional Park</i>	<i>Ocean 9 Crab</i>
<i>Antioch Historical Society</i>	<i>El Burro Veloz</i>	<i>Okawa Japanese Restaurant</i>
<i>Antioch Senior Center</i>	<i>El Cameron Italiano</i>	<i>Original Mel's Restaurant</i>
<i>Antioch Charter Academy</i>	<i>El Pueblo #2</i>	<i>Panera Bread</i>
<i>Applebee's Restaurant</i>	<i>Empress Gardens</i>	<i>Paula's Florist</i>
<i>Aracely's Restaurant</i>	<i>Golden Hills Community Church</i>	<i>PetSmart</i>
<i>Bagel Street Café</i>	<i>Grace Bible Fellowship</i>	<i>Quail Lodge Retirement Home</i>
<i>Barnes And Noble</i>	<i>Grease Monkey</i>	<i>Rice Valley</i>
<i>Bateman – Compass Group</i>	<i>Grocery Outlet</i>	<i>Rivertown Sweets</i>
<i>Bay Area Community Service</i>	<i>Habit Burger</i>	<i>Skipolini's Pizza</i>
<i>Bedford Center</i>	<i>Hazel's</i>	<i>Smart and Final</i>
<i>Burger King</i>	<i>Holy Rosary School</i>	<i>Smith's Landing Restaurant</i>
<i>California Burrito</i>	<i>Imagination Academy</i>	<i>Stan's Hardware</i>
<i>CED</i>	<i>Jack in the Box</i>	<i>Starbucks</i>
<i>Celia's Restaurant</i>	<i>Juarez Mexican Restaurant</i>	<i>Taco Bell</i>
<i>Cielo Super Market</i>	<i>Kaiser Sand Creek</i>	<i>Tailgaters Restaurant</i>
<i>Contra Costa County</i>	<i>Kentucky Fried Chicken</i>	<i>The Learning Experience</i>
<i>Employment Services</i>	<i>La Plazuela</i>	<i>YMCA of the East Bay</i>
<i>Contra Costa County Farms</i>	<i>La Sierra Restaurant</i>	<i>Wendy's</i>
<i>(Coco Farms)</i>	<i>Las Tres Marias</i>	
<i>Cornerstone Christian School</i>	<i>Learner Center School</i>	
<i>County Market</i>	<i>Little Manuel's Restaurant</i>	
<i>Country Place Senior Living</i>	<i>Lone Tree Golf Course</i>	

CITY OF ANTIOCH CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF OCT. 13 - OCT. 27, 2022 FUND/CHECK

Non Departmental

00403075	BLUE STAR HEATING AND AIR	REFUND CBSC FEE	2.30
00403078	BRIGHT PLANET SOLAR	REFUND SMIP FEE	3.75
00403079	BROWN, JAZZMAN MONIQUE	EXPENSE REIMBURSEMENT	283.75
00403092	CONTRA COSTA COUNTY	PAYROLL	50.00
00403094	CONTRA COSTA WATER DISTRICT	CCWD FACILITY CHARGE	419,604.00
00403095	CONTRA COSTA WATER DISTRICT	TREATED WATER FEE	81,860.74
00403104	ECC REG FEE AND FIN AUTH	ECCRFFA-RTDIM	1,640,967.00
00403106	EMPOWER SOLAR INC	REFUND CBSC FEE	6.29
00403126	LIFE INSURANCE COMPANY	PAYROLL	4,282.86
00403132	MUNICIPAL POOLING AUTHORITY	PAYROLL	2,058.74
00403136	ORTEGA MADRIGAL, JACQUELINE EL	REPLACEMENT CHECK	370.55
00403140	PARS	PAYROLL	5,104.50
00403145	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	5,617.50
00403154	STATE OF CALIFORNIA	PAYROLL	75.00
00403155	STATE OF CALIFORNIA	PAYROLL	50.00
00403156	STATE OF CALIFORNIA	PAYROLL	184.54
00403164	US DEPARTMENT OF THE TREASURY	PAYROLL	435.00
00403204	BROWN, JAZZMAN MONIQUE	EXPENSE REIMBURSEMENT	113.50
00403234	DIVISION OF STATE ARCHITECT	BUSINESS LICENSE FEES	884.40
00403264	LAW OFFICE OF RUTHANN G ZIEGLER	LEGAL SERVICES	1,265.00
00403271	MCCAIN INC	JUL 23 - SEPT 23 MAINTENANCE	2,000.00
00403277	NETFILE	ANNUAL SUBSCRIPTION	3,333.34
00403288	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	2,432.50
00403308	UNITED STATES POSTAL SERVICE	PO BOX RENTAL	395.06
00943788	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	40,682.79
00943791	VANTAGEPOINT TRANSFER AGENTS	PAYROLL	8,034.49
00943792	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	29,698.27

City Council

00403059	AMAZON CAPITAL SERVICES INC	SUPPLIES	178.89
00403067	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,718.80

City Attorney

00403195	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,071.03
00403200	BEST BEST AND KRIEGER LLP	LEGAL SERVICES	11,781.12
00403215	CALIF, STATE OF	USE TAX REMITTANCE	4.75
00403252	HANSON BRIDGETT LLP	LEGAL SERVICES	23,273.76
00403264	LAW OFFICE OF RUTHANN G ZIEGLER	LEGAL SERVICES	2,035.00
00403265	LEONE & ALBERTS CORPORATION	LEGAL SERVICES	690.90
00403267	LEXISNEXIS	SUBSCRIPTION	236.00
00403298	SHRED IT INC	SHRED SERVICES	124.01
00403302	TELECOM LAW FIRM PC	LEGAL SERVICES	2,700.00
00403303	TELECOM LAW FIRM PC	LEGAL SERVICES	810.00
00943780	CANON FINANCIAL SERVICES	LEASE AGREEMENT	165.22

City Manager

00403059	AMAZON CAPITAL SERVICES INC	SUPPLIES	350.04
00403067	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	952.39

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
OCT. 13 - OCT. 27, 2022
FUND/CHECK #

00403134	OFFICE DEPOT INC	SUPPLIES	19.72
00403145	RANEY PLANNING & MANAGEMENT INC	PROFESSIONAL SERVICES	1,268.60
00403180	AMAZON CAPITAL SERVICES INC	SUPPLIES	8.68
00403184	ANTIOCH HISTORICAL SOCIETY	PROFESSIONAL SERVICES	9,644.57
00403242	FEDEX	SHIPPING	116.70
00403246	FOCUS STRATEGIES	CONSULTING SERVICES	9,371.25
00403292	RIDLEY, JAZMIN K	EXPENSE REIMBURSEMENT	160.39
00403313	VOLER STRATEGIC ADVISORS INC	CONSULTING SERVICES	8,000.00
00943780	CANON FINANCIAL SERVICES	LEASE AGREEMENT	165.23
City Clerk			
00403067	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,651.34
00403119	INTERNATIONAL CONTACT INC	INTERPRETATION SERVICE	1,310.00
00403134	OFFICE DEPOT INC	SUPPLIES	61.16
00403161	TOTAL RECALL CAPTIONING	PROFESSIONAL SERVICES	3,924.37
00403215	CALIF, STATE OF	USE TAX REMITTANCE	19.07
00403233	DELIA COLORADO	INTERPRETATION SERVICE	300.00
00403259	INTERNATIONAL CONTACT INC	INTERPRETATION SERVICE	750.00
00403270	MAUREEN KANE AND ASSOCIATES INC	TRAINING	1,500.00
00403277	NETFILE	ANNUAL SUBSCRIPTION	6,666.66
00403298	SHRED IT INC	SHRED SERVICES	62.02
City Treasurer			
00403128	LOOMIS ARMORED LLC	ARMORED CAR PICKUP	485.46
Human Resources			
00403067	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,375.00
00403193	AUSK, CHINH B	EXPENSE REIMBURSEMENT	1,091.66
00403197	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	3,401.72
00403286	PETERSON, SAMANTHA GENOVEVA	EXPENSE REIMBURSEMENT	14.99
00403298	SHRED IT INC	SHRED SERVICES	124.00
Economic Development			
00943780	CANON FINANCIAL SERVICES	LEASE AGREEMENT	165.22
Finance Administration			
00403059	AMAZON CAPITAL SERVICES INC	SUPPLIES	161.63
00403180	AMAZON CAPITAL SERVICES INC	SUPPLIES	25.50
Finance Accounting			
00403180	AMAZON CAPITAL SERVICES INC	SUPPLIES	20.63
00403291	RICHARDSON, SHELLEY RENEE	EXPENSE REIMBURSEMENT	212.96
00403298	SHRED IT INC	SHRED SERVICES	62.02
Finance Operations			
00403057	ACCONTEMPS	TEMP SERVICES	1,424.40
00403059	AMAZON CAPITAL SERVICES INC	SUPPLIES	38.40
00403141	PITNEY BOWES INC	SERVICE AGREEMENT	1,503.49
00403180	AMAZON CAPITAL SERVICES INC	SUPPLIES	269.86
00403215	CALIF, STATE OF	USE TAX REMITTANCE	9.20
00403308	UNITED STATES POSTAL SERVICE	PO BOX RENTAL	1,184.94
Public Works Administration			
00403065	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	488.60
00403207	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	49.00

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Public Works Street Maintenance

00403110	FURBER SAW INC	SUPPLIES	21.94
00403149	SHERWIN WILLIAMS CO	SUPPLIES	211.61
00403172	ACE INDUSTRIAL SUPPLY INC	SUPPLIES	945.07
00403180	AMAZON CAPITAL SERVICES INC	SUPPLIES	416.91
00403197	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	75.00
00403215	CALIF, STATE OF	USE TAX REMITTANCE	323.88
00403228	CROWDER SUPPLY CO LLC	SUPPLIES	489.06
00943793	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	189.90

Public Works-Signal/Street Lights

00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	7,833.54
00403190	AT AND T MCI	PHONE SERVICES	673.92
00403192	AT AND T MOBILITY	PHONE SERVICES	46.23
00403271	MCCAIN INC	JUL 23 - SEPT 23 MAINTENANCE	6,000.00
00943783	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	52,021.50

Public Works-Facilities Maintenance

00403059	AMAZON CAPITAL SERVICES INC	SUPPLIES	4.99
00403139	PACIFIC GAS AND ELECTRIC CO	GAS	21,055.68
00403147	RICKIES ROOF REPAIR	ROOF REPAIR	560.00
00403171	ABBEY CARPET	ELEVATOR SUPPLIES	302.54
00403190	AT AND T MCI	PHONE SERVICES	78.60
00403215	CALIF, STATE OF	USE TAX REMITTANCE	11.35
00403284	PEPPER INVESTMENTS INC	PEST CONTROL	125.00
00403299	STERICYCLE INC	SHRED SERVICES	4,707.14
00943785	GRAINGER INC	SUPPLIES	118.00

Public Works-Parks Maint

00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,182.06
00403158	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	95,682.25
00403168	WATERSAVERS IRRIGATION	SUPPLIES	231.48
00403179	ALTA FENCE	FENCE INSTALLATION	13,829.00
00403190	AT AND T MCI	PHONE SERVICES	133.80
00403215	CALIF, STATE OF	USE TAX REMITTANCE	230.83
00403295	ROBERTSON INDUSTRIES INC	REPAIR SERVICE	3,738.00
00403315	WATERSAVERS IRRIGATION	SUPPLIES	55.00

Public Works-Median/General Land

00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	39,130.73
00403158	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	300.00
00403168	WATERSAVERS IRRIGATION	SUPPLIES	583.14
00403190	AT AND T MCI	PHONE SERVICES	406.07
00403215	CALIF, STATE OF	USE TAX REMITTANCE	75.63
00403315	WATERSAVERS IRRIGATION	SUPPLIES	205.87
00943790	SITEONE LANDSCAPE SUPPLY HOLDING	SUPPLIES	316.63
00943793	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	421.20

Police Administration

00403062	ARROWHEAD 24 HOUR TOWING INC	EVIDENCE STORAGE	8,619.00
00403068	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,906.85

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00403070	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,593.99
00403071	BARNETT MEDICAL SERVICES INC	EVIDENCE WASTE SERVICE	182.00
00403076	BLUMBERG, FREDRICK C.	EXPENSE REIMBURSEMENT	769.25
00403085	CITY OF FAIRFIELD	TRAINING	486.00
00403086	CLONINGER, NAHLEEN R	EXPENSE REIMBURSEMENT	78.17
00403105	EGAN, JOSHUA	EXPENSE REIMBURSEMENT	521.50
00403109	FEDEX	SHIPPING	30.02
00403111	GALLS LLC	UNIFORMS	1,584.97
00403112	GRAHAM RESEARCH CONSULTANTS	TRAINING	5,462.85
00403116	HAMILTON, JUSTIN MATTHEW	EXPENSE REIMBURSEMENT	373.25
00403121	JEONG, JISEOK	EXPENSE REIMBURSEMENT	705.00
00403123	KIRBY POLYGRAPH	PRE-EMPLOYMENT	4,200.00
00403125	LEXISNEXIS	MONTHLY SUBSCRIPTION	252.50
00403129	MILNER, BRAYTON THOMAS	MEAL ALLOWANCE	54.50
00403134	OFFICE DEPOT INC	SUPPLIES	848.52
00403142	PITNEY BOWES INC	POSTAGE METER FEES	300.72
00403146	REACH PROJECT INC	PROFESSIONAL SERVICES	17,083.00
00403150	SHRED IT INC	SHRED SERVICES	500.43
00403153	STATE OF CALIFORNIA	PRE-EMPLOYMENT	512.00
00403186	ARROWHEAD 24 HOUR TOWING INC	TOW SERVICE	3,227.50
00403196	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,611.99
00403215	CALIF, STATE OF	USE TAX REMITTANCE	16.19
00403243	FERNANDES AUTO WRECKING	TOW SERVICE	1,000.00
00403257	IBS OF TRI VALLEY	BATTERIES	273.40
00403276	NET TRANSCRIPTS	TRANSCRIPTION SERVICES	188.76
00403280	OFFICE DEPOT INC	SUPPLIES	1,509.45
00403285	PERMANENTE MEDICAL GROUP INC, THE	PRE-EMPLOYMENT	4,141.00
00403286	PETERSON, SAMANTHA GENOVEVA	EXPENSE REIMBURSEMENT	15.12
00403312	VERIZON WIRELESS	CELL PHONE SERVICE	3,046.52
00943780	CANON FINANCIAL SERVICES	LATE FEE	104.52
00943786	IMAGE SALES INC	SUPPLIES	96.69
00943787	MOBILE MINI LLC	EVIDENCE STORAGE	486.32
Police Cadets			
00403215	CALIF, STATE OF	USE TAX REMITTANCE	10.87
Police Prisoner Custody			
00403215	CALIF, STATE OF	USE TAX REMITTANCE	1.71
Police Community Policing			
00403098	D TAC K9 LLC	TRAINING	1,850.00
00403112	GRAHAM RESEARCH CONSULTANTS	TRAINING	30.20
00403113	GREEN, ROBERT A	EXPENSE REIMBURSEMENT	34.50
00403196	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	585.00
00403202	BHALLA SERVICES INC	CAR WASHES	741.00
00403215	CALIF, STATE OF	USE TAX REMITTANCE	33.85
00403256	HUNT AND SONS INC	FUEL	550.74
Police Traffic Division			
00403068	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	202.93

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Police Investigations

00403063	AT AND T MCI	EVIDENCE PROCESSING	550.00
00403070	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	477.94
00403082	CELLEBRITE USA INC	DIGITAL PROCESSING	2,743.75
00403091	CONTRA COSTA COUNTY	EXTRADITION	485.00
00403157	T MOBILE USA INC	CELL ANALYSIS	200.00

Police Special Operations Unit

00403102	EAN SERVICES LLC	RENTAL VEHICLE	3,052.42
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Police Communications

00403070	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,406.51
00403088	COMCAST	INTERNET SERVICES	3,216.33
00403181	AMERICAN TOWER CORPORATION	TOWER FEES	264.43
00403182	AMS DOT NET INC	PARKING LOT CABLING	293.04
00403188	AT AND T	PHONE SERVICES	176.23
00403190	AT AND T MCI	PHONE SERVICES	2,019.27
00403215	CALIF, STATE OF	USE TAX REMITTANCE	32.77
00403223	COMCAST	INTERNET SERVICES	145.63
00403247	GLOBALSTAR USA	SATELITE PHONE	273.75
00403283	PACIFIC TELEMAGEMENT SERVICES	PAYPHONE	78.00

Office Of Emergency Management

00403190	AT AND T MCI	PHONE SERVICES	432.54
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Police Facilities Maintenance

00403139	PACIFIC GAS AND ELECTRIC CO	GAS	514.99
00403190	AT AND T MCI	PHONE SERVICES	257.06
00403215	CALIF, STATE OF	USE TAX REMITTANCE	170.48
00403236	DREAM RIDE ELEVATOR	PROFESSIONAL SERVICES	1,985.00
00403280	OFFICE DEPOT INC	SUPPLIES	229.48
00403296	ROGUE FITNESS	GYM EQUIPMENT	708.99
00943795	CLUB CARE INC	GYM MAINTENANCE	314.10

Youth Network Services

00403059	AMAZON CAPITAL SERVICES INC	SUPPLIES	1,023.59
00403066	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	450.00
00403175	EMPLOYEE	PROGRAM STIPEND	125.00
00403187	EMPLOYEE	PROGRAM STIPEND	75.00
00403207	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	96.00
00403215	CALIF, STATE OF	USE TAX REMITTANCE	4.16
00403249	EMPLOYEE	PROGRAM STIPEND	75.00
00403269	EMPLOYEE	PROGRAM STIPEND	150.00
00403275	EMPLOYEE	PROGRAM STIPEND	125.00
00403311	EMPLOYEE	PROGRAM STIPEND	75.00

Housing and Homelessness

00403059	AMAZON CAPITAL SERVICES INC	SUPPLIES	240.21
00403180	AMAZON CAPITAL SERVICES INC	SUPPLIES	240.21
00403263	LAUNDERLAND	LAUNDRY VOUCHER SERVICES	400.00

Administrative Support

00403059	AMAZON CAPITAL SERVICES INC	SUPPLIES	1,548.54
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00403065	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	7.00
00403130	MISSION POSSIBLE COMM DEV CENTER	MOVING REIMBURSEMENT	1,000.00
00403144	PRISON FROM THE INSIDE OUT INC	MOVING REIMBURSEMENT	1,000.00
00403148	RIVERTOWN JAMBOREE	MOVING REIMBURSEMENT	1,000.00
00403160	TODOS UNIDOS	MOVING REIMBURSEMENT	1,000.00
00403215	CALIF, STATE OF	USE TAX REMITTANCE	0.75
00943782	COMPUTERLAND	SUPPLIES	2,609.77
Community Development Land Planning Services			
00403064	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	977.90
00403163	URBAN PLANNING PARTNERS	CONSULTING SERVICES	16,645.00
00403215	CALIF, STATE OF	USE TAX REMITTANCE	6.29
00403240	EIDEN, KITTY J	PROFESSIONAL SERVICES	300.00
00403287	PLACEWORKS INC	PROFESSIONAL SERVICES	2,368.75
00943793	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	1,284.30
CD Code Enforcement			
00403064	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	295.83
00403080	CACEO	TRAINING	565.00
00403093	CONTRA COSTA COUNTY	RECORDING FEES	80.00
00403097	CRYSTAL CLEAR LOGOS INC	UNIFORMS	115.85
00403165	VACANT PROPERTY SECURITY LLC	EQUIPMENT RENTAL	408.27
00403215	CALIF, STATE OF	USE TAX REMITTANCE	1.90
00403232	DATA TICKET INC	PROFESSIONAL SERVICES	1,190.00
00403278	NEXTEL SPRINT	CELL PHONES	851.07
PW Engineer Land Development			
00403087	COASTLAND CIVIL ENGINEERING	PROFESSIONAL SERVICES	22,320.00
00403134	OFFICE DEPOT INC	SUPPLIES	37.52
00403190	AT AND T MCI	PHONE SERVICES	51.84
00403215	CALIF, STATE OF	USE TAX REMITTANCE	9.45
00403220	COASTLAND CIVIL ENGINEERING	PROFESSIONAL SERVICES	24,702.50
00403260	INTERWEST CONSULTING GROUP INC	PROFESSIONAL SERVICES	68,622.50
00403278	NEXTEL SPRINT	CELL PHONES	523.90
00403280	OFFICE DEPOT INC	SUPPLIES	207.44
00943789	RAY MORGAN COMPANY	COPIER USAGE	442.54
Community Development Building Inspection			
00403064	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	695.19
00403075	BLUE STAR HEATING AND AIR	PERMIT REFUND	223.86
00403078	BRIGHT PLANET SOLAR	PERMIT REFUND	256.50
00403101	EAGLE BUSINESS FORMS INC	BUILDING PERMITS	1,125.03
00403106	EMPOWER SOLAR INC	PERMIT REFUND	258.12
00403215	CALIF, STATE OF	USE TAX REMITTANCE	4.38
00403280	OFFICE DEPOT INC	SUPPLIES	52.67
Capital Imp. Administration			
00403134	OFFICE DEPOT INC	SUPPLIES	28.78
00403199	BELLECCI AND ASSOCIATES INC	PROFESSIONAL SERVICES	12,811.06
00403278	NEXTEL SPRINT	CELL PHONES	256.29
00943784	DELL COMPUTER CORP	SUPPLIES	1,039.38

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206 American Rescue Plan Fund

Administrative Support

00403258	INDIGO HAMMOND & PLAYLE ARCHITECTS	PROFESSIONAL SERVICES	50,953.38
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213 Gas Tax Fund

Streets

00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	43,676.29
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214 Animal Services Fund

Animal Services

00403069	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	703.15
00403103	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	1,351.05
00403117	HILLS PET NUTRITION	SUPPLIES	788.92
00403133	MWI VETERINARY SUPPLY CO	VETERINARY SERVICES	1,677.08
00403139	PACIFIC GAS AND ELECTRIC CO	GAS	1,974.19
00403215	CALIF, STATE OF	USE TAX REMITTANCE	3.63
00403221	COGENT SOLUTIONS AND SUPPLIES	VETERINARY SUPPLIES	533.63
00403237	EAST BAY VETERINARY EMERGENCY	VETERINARY SUPPLIES	1,766.12
00403261	JA BAULCH AND ASSOCIATES	MAINTENANCE REPAIRS	1,070.70
00403305	TONY LA RUSSA'S ANIMAL RESCUE	OPERATING SUPPLIES	1,615.08
00943799	IDEXX LABORATORIES INC	VETERINARY SUPPLIES	1,059.25
00943800	MOBILE MINI LLC	OPERATING SUPPLIES	140.69

219 Recreation Fund

Non Departmental

00403066	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,601.37
00403143	POKU, ABENA	OVERPAYMENT REFUND	1,000.00

Nick Rodriguez Community Cent

00403139	PACIFIC GAS AND ELECTRIC CO	GAS	5,598.92
00403207	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	177.00

Senior Programs

00403059	AMAZON CAPITAL SERVICES INC	SUPPLIES	2,117.95
00403066	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	450.00
00403139	PACIFIC GAS AND ELECTRIC CO	GAS	3,732.61
00403166	VILLA JR, MARY A	EXPENSE REIMBURSEMENT	49.00
00403190	AT AND T MCI	PHONE SERVICES	232.02
00403215	CALIF, STATE OF	USE TAX REMITTANCE	10.80
00403222	COLE SUPPLY CO INC	SUPPLIES	352.20
00943784	DELL COMPUTER CORP	SUPPLIES	1,293.83

Recreation Sports Programs

00403066	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,069.61
00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	5,989.03
00403190	AT AND T MCI	PHONE SERVICES	26.76
00403206	CABRAL, MONSERRAT	EXPENSE REIMBURSEMENT	112.00
00403215	CALIF, STATE OF	USE TAX REMITTANCE	9.88
00403248	GONZALEZ-ALSTON, ZONIA	PROFESSIONAL SERVICES	468.00

Recreation-Comm Center

00403059	AMAZON CAPITAL SERVICES INC	SUPPLIES	1,056.60
00403066	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	557.41

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00403072	BE EXCEPTIONAL	CONTRACTOR PAYMENT	3,628.80
00403088	COMCAST	INTERNET SERVICES	50.01
00403099	DEFINITIVE SAFETY GROUP LLC	PROFESSIONAL SERVICES	162.00
00403100	DELTA KAYAK ADVENTURES	PROFESSIONAL SERVICES	144.90
00403107	ESPARZA, DAVID	PROFESSIONAL SERVICES	600.00
00403128	LOOMIS ARMORED LLC	ARMORED CAR PICKUP	248.08
00403131	MUIR, ROXANNE	CONTRACTOR PAYMENT	648.00
00403189	AT AND T MCI	PHONE SERVICES	47.11
00403190	AT AND T MCI	PHONE SERVICES	27.75
00403207	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	467.00
00403215	CALIF, STATE OF	USE TAX REMITTANCE	20.58
Recreation Water Park			
00403059	AMAZON CAPITAL SERVICES INC	SUPPLIES	643.09
00403066	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,484.16
00403139	PACIFIC GAS AND ELECTRIC CO	GAS	24,762.09
00403151	SILKE COMMUNICATION	SUPPLIES	4,454.95
00403174	ADVANTASOFT INC	POINT OF SALE SERVICE	1,605.57
00403190	AT AND T MCI	PHONE SERVICES	155.52
00403207	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	32.00
00403215	CALIF, STATE OF	USE TAX REMITTANCE	28.14
00403225	COMMERCIAL POOL SYSTEMS INC	CHEMICALS	69.14
221	Asset Forfeiture Fund		
Non Departmental			
00403170	WOODRUFF, JAMES LAMONT	ASSET FORFEITURE	3,404.00
222	Measure C/J Fund		
Non Departmental			
00403226	CONSOLIDATED ENGINEERING INC	PROFESSIONAL SERVICES	5,317.05
226	Solid Waste Reduction Fund		
Solid Waste			
00403173	ADAPT CONSULTING INC	SUPPLIES	788.88
00403219	CIVICWELL	PROFESSIONAL SERVICES	10,454.52
229	Pollution Elimination Fund		
Channel Maintenance Operation			
00403074	BLANKINSHIP AND ASSOCIATES INC	TRAINING	3,442.50
00403177	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	5,040.00
00403179	ALTA FENCE	FENCE REPAIR	3,886.00
00403215	CALIF, STATE OF	USE TAX REMITTANCE	12.77
00403279	NOMAD ECOLOGY LLC	CONSULTING SERVICES	7,398.25
251	Lone Tree SLLMD Fund		
Lonetree Maintenance Zone 1			
00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,128.70
00403190	AT AND T MCI	PHONE SERVICES	107.04
Lonetree Maintenance Zone 2			
00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	881.52
00403158	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	525.00
00403190	AT AND T MCI	PHONE SERVICES	183.96

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Lonetree Maintenance Zone 3

00403190	AT AND T MCI	PHONE SERVICES	80.28
00403300	STEWARTS TREE SERVICE INC	TREE SERVICE	250.00

252 Downtown SLLMD Fund

Downtown Maintenance

00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	366.59
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253 Almondridge SLLMD Fund

Almondridge Maintenance

00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	261.70
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254 Hillcrest SLLMD Fund

Hillcrest Maintenance Zone 1

00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	782.73
00403158	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	525.00
00403190	AT AND T MCI	PHONE SERVICES	53.52

Hillcrest Maintenance Zone 2

00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	927.32
00403190	AT AND T MCI	PHONE SERVICES	187.32
00403316	WEST COVINA WHOLESALE NURSERY	SUPPLIES	666.64

Hillcrest Maintenance Zone 4

00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	839.61
00403190	AT AND T MCI	PHONE SERVICES	158.88
00403300	STEWARTS TREE SERVICE INC	TREE SERVICE	8,800.00

255 Park 1A Maintenance District Fund

Park 1A Maintenance District

00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	235.52
00403190	AT AND T MCI	PHONE SERVICES	26.76
00403215	CALIF, STATE OF	USE TAX REMITTANCE	108.60
00403224	COMCAST	INTERNET SERVICES	113.80

256 Citywide 2A Maintenance District Fund

Citywide 2A Maintenance Zone 3

00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	98.20
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Citywide 2A Maintenance Zone 4

00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	450.86
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Citywide 2A Maintenance Zone 5

00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	588.38
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Citywide 2A Maintenance Zone 6

00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	293.69
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Citywide 2A Maintenance Zone 9

00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	603.94
00403190	AT AND T MCI	PHONE SERVICES	107.04

Citywide 2A Maintenance Zone10

00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	159.97
00403215	CALIF, STATE OF	USE TAX REMITTANCE	9.87

257 SLLMD Administration Fund

SLLMD Administration

00403190	AT AND T MCI	PHONE SERVICES	211.48
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00403215	CALIF, STATE OF	USE TAX REMITTANCE	2.23
00403238	EAST BAY WORK WEAR	SAFETY SHOES	300.00
259	East Lone Tree SLLMD Fund		
Zone 1-District 10			
00403315	WATERSAVERS IRRIGATION	SUPPLIES	4,317.05
281	CFD 2018-01 Public Services Fund		
CFD 2018-01 Maintenance			
00943793	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	312.30
311	Capital Improvement Fund		
Non Departmental			
00403274	MG AND JC CONCRETE INC	PROFESSIONAL SERVICES	17,478.98
Parks & Open Space			
00403273	MERCOZA	PROFESSIONAL SERVICES	19,012.35
00403301	SWATT MIERS ARCHITECTS	PROFESSIONAL SERVICES	2,390.00
Streets			
00943793	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	457.20
Public Buildings & Facilities			
00943793	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	473.40
569	Vehicle Replacement Fund		
Equipment Maintenance			
00403081	CAL-LINE EQUIPMENT INC	EQUIPMENT	65,542.99
570	Equipment Maintenance Fund		
Non Departmental			
00403118	HUNT AND SONS INC	FUEL	10,782.58
00403256	HUNT AND SONS INC	FUEL	7,633.89
Equipment Maintenance			
00403061	ANTIOCH ACE HARDWARE	SUPPLIES	3.94
00403065	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	213.57
00403084	CHUCKS BRAKE & WHEEL SERVICE INC	SUPPLIES	71.18
00403110	FURBER SAW INC	SUPPLIES	103.25
00403127	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	386.53
00403135	OREILLY AUTO PARTS	SUPPLIES	1,125.91
00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,067.67
00403167	WALNUT CREEK FORD	SUPPLIES	671.83
00403169	WINTER CHEVROLET CO	VEHICLE DIAGNOSIS	292.50
00403176	AFFORDABLE TIRE CENTER	SMOG CERTIFICATE	150.00
00403186	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICE	461.25
00403203	BILL BRANDT FORD	VEHICLE REPAIR	9,832.25
00403215	CALIF, STATE OF	USE TAX REMITTANCE	237.70
00403217	CHUCKS BRAKE & WHEEL SERVICE INC	SUPPLIES	107.56
00403238	EAST BAY WORK WEAR	SAFETY SHOES	98.78
00403239	EAST BAY WORK WEAR	SAFETY SHOES	175.60
00403241	FASTENAL CO	SUPPLIES	80.67
00403266	LES SCHWAB TIRES OF CALIFORNIA	SUPPLIES	812.75
00403268	LIM AUTOMOTIVE SUPPLY INC	BATTERY	1,963.59
00403281	OREILLY AUTO PARTS	AUTO PARTS	466.16
00403306	TRED SHED, THE	SUPPLIES	865.26

Finance Accounting
Prepared by: Michele Milo
10/27/22

November 15, 2022

CITY OF ANTIOCH CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF OCT. 13 - OCT. 27, 2022 FUND/CHECK

00403307	UNICO GLASS LLC	VEHICLE GLASS REPAIR	427.32
00943785	GRAINGER INC	SUPPLIES	263.26
573	Information Services Fund		
	Information Services		
00403190	AT AND T MCI	PHONE SERVICES	102.00
00403198	BARTON, TIMOTHY ALAN	EXPENSE REIMBURSEMENT	418.14
	Network Support & PCs		
00403058	ALLSTEEL INC	FURNITURE INSTALLATION	1,459.23
00403090	COMCAST	INTERNET SERVICES	318.10
00403190	AT AND T MCI	PHONE SERVICES	280.46
00943797	DIGITAL SERVICES	PROFESSIONAL SERVICES	7,085.00
	Telephone System		
00403189	AT AND T MCI	PHONE SERVICES	2,429.31
00403190	AT AND T MCI	PHONE SERVICES	2,127.58
00403191	AT AND T MCI	PHONE SERVICES	1,302.94
	GIS Support Services		
00403201	BHALLA SERVICES INC	CAR WASHES	195.00
	Office Equipment Replacement		
00943784	DELL COMPUTER CORP	SUPPLIES	399.49
611	Water Fund		
	Non Departmental		
00403073	BISHOP CO	SUPPLIES	622.43
00403108	FASTENAL CO	SUPPLIES	483.64
00403180	AMAZON CAPITAL SERVICES INC	SUPPLIES	332.94
00403215	CALIF, STATE OF	USE TAX REMITTANCE	148.64
00403238	EAST BAY WORK WEAR	UNIFORMS	7,064.62
00403241	FASTENAL CO	SUPPLIES	4,886.63
00943785	GRAINGER INC	SUPPLIES	1,526.54
00943796	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	815.49
	Water Supervision		
00403159	EMPLOYEE	REPLACEMENT CHECK	179.66
	Water Production		
00403065	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	48.06
00403077	BRENNTAG PACIFIC INC	CHEMICALS	17,149.12
00403115	HACH CO	SUPPLIES	1,091.46
00403122	KARL NEEDHAM ENTERPRISES INC	SLUDGE REMOVAL	101,965.42
00403124	LA MARCHE MANUFACTURING CO INC	SUPPLIES	8,591.01
00403139	PACIFIC GAS AND ELECTRIC CO	GAS	189,255.25
00403162	UNIVAR SOLUTIONS USA INC	CHEMICALS	16,134.93
00403183	ANTIOCH ACE HARDWARE	SUPPLIES	433.42
00403185	ARAMARK UNIFORM SERVICES	JANITORIAL SUPPLIES	78.13
00403189	AT AND T MCI	PHONE SERVICES	102.99
00403190	AT AND T MCI	PHONE SERVICES	879.68
00403215	CALIF, STATE OF	USE TAX REMITTANCE	65.49
00403218	CITY OF BRENTWOOD	GROUNDWATER SUPPORT	948.00
00403229	CRYSTAL CLEAR LOGOS INC	UNIFORMS	470.06
00403236	DREAM RIDE ELEVATOR	PROFESSIONAL SERVICES	1,985.00

Finance Accounting

Prepared by: Michele Milo

10/27/22

November 15, 2022

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
OCT. 13 - OCT. 27, 2022
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00403244	FISHER SCIENTIFIC COMPANY	SUPPLIES	755.16
00403245	FLW INC	SUPPLIES	2,587.27
00403250	GRAPHIC CONTROLS LLC	CHART RECORDER SUPPLIES	342.30
00403251	GUALCO GROUP INC, THE	CONSULTING SERVICES	4,000.00
00403253	HARRINGTON INDUSTRIAL PLASTICS LLC	SUPPLIES	321.33
00403268	LIM AUTOMOTIVE SUPPLY INC	BATTERY	133.22
00403272	MCCAMPBELL ANALYTICAL INC	TESTING SERVICES	152.00
00403280	OFFICE DEPOT INC	OFFICE SUPPLIES	25.56
00403309	UNIVAR SOLUTIONS USA INC	CHEMICALS	15,774.31
00403310	US BANK	COPIER LEASE	5.37
00403314	WALTER BISHOP CONSULTING	PROFESSIONAL SERVICES	3,282.50
00403317	WEST YOST ASSOCIATES INC	PROFESSIONAL SERVICES	2,121.00
00943784	DELL COMPUTER CORP	SUPPLIES	1,293.83
00943785	GRAINGER INC	TOOLS	1,968.05
00943794	CHEMTRADE CHEMICALS US LLC	CHEMICALS	11,244.46
00943798	EUROFINS EATON ANALYTICAL INC	TESTING SERVICES	1,590.00

Water Distribution

00403059	AMAZON CAPITAL SERVICES INC	SUPPLIES	202.99
00403065	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	268.01
00403083	CHECK PROCESSORS INC	CHECK PROCESSING	504.38
00403088	COMCAST	INTERNET SERVICES	1,016.33
00403127	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	635.42
00403134	OFFICE DEPOT INC	SUPPLIES	35.28
00403138	PACE SUPPLY CORP	SUPPLIES	6,028.72
00403183	ANTIOCH ACE HARDWARE	TOOLS	182.34
00403190	AT AND T MCI	PHONE SERVICES	26.76
00403194	BACKFLOW DISTRIBUTORS INC	PROFESSIONAL SERVICES	4,339.68
00403205	C AND J FAVALORA TRUCKING INC	TRUCKING SERVICES	16,856.25
00403215	CALIF, STATE OF	USE TAX REMITTANCE	745.36
00403231	CWEA SFBS	CERTIFICATE RENEWAL	95.00
00403238	EAST BAY WORK WEAR	SAFETY SHOES	222.94
00403241	FASTENAL CO	SUPPLIES	2,358.59
00403262	KELLY MOORE PAINT CO	SUPPLIES	124.32
00403282	PACE SUPPLY CORP	SUPPLIES	4,554.86
00403293	ROBERTS AND BRUNE CO	SUPPLIES	6,465.95
00403294	ROBERTS AND BRUNE CO	SUPPLIES	14,269.93
00403304	TIMMONS GROUP INC	PROFESSIONAL SERVICES	3,697.50

Public Buildings & Facilities

00403216	CDM SMITH INC	PROFESSIONAL SERVICES	211,175.40
00403227	CONSTRUCTION TESTING SERVICES	PROFESSIONAL SERVICES	56,559.60
00403230	CSI METRICS LLC	PROFESSIONAL SERVICES	7,938.48
00403254	HB CONSULTING GROUP INC	PROFESSIONAL SERVICES	10,070.00
00403318	WOODARD AND CURRAN	PROFESSIONAL SERVICES	3,790.00
00943781	CAROLLO ENGINEERS INC	PROFESSIONAL SERVICES	148,213.17
00943802	SHIMMICK CONSTRUCTION INC	PROFESSIONAL SERVICES	2,948,193.54

CITY OF **ANTIOCH** CALIFORNIA

CLAIMS BY FUND REPORT FOR THE PERIOD OF OCT. 13 - OCT. 27, 2022 FUND/CHECK

621 Sewer Fund

Swr-Wastewater Administration

00403059	AMAZON CAPITAL SERVICES INC	SUPPLIES	202.99
00403060	ANTIOCH ACE HARDWARE	SUPPLIES	21.48
00403065	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	573.00
00403083	CHECK PROCESSORS INC	CHECK PROCESSING	504.38
00403088	COMCAST	INTERNET SERVICES	1,016.33
00403120	JACK DOHENY COMPANY	SUPPLIES	931.97
00403134	OFFICE DEPOT INC	SUPPLIES	35.26
00403137	OWEN EQUIPMENT SALES	EQUIPMENT	14,254.29
00403139	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,074.19
00403152	SPARTAN TOOL LLC	SUPPLIES	1,346.88
00403178	ALL STAR RENTS	RENTAL EQUIPMENT	496.60
00403190	AT AND T MCI	PHONE SERVICES	54.51
00403205	C AND J FAVALORA TRUCKING INC	TRUCKING SERVICES	16,856.25
00403215	CALIF, STATE OF	USE TAX REMITTANCE	170.99
00403231	CWEA SFBS	TRAINING	185.00
00403235	DKF SOLUTIONS GROUP LLC	TRAINING	300.00
00403238	EAST BAY WORK WEAR	SAFETY SHOES	293.03
00403255	HERNANDEZ, ARTHUR SIMON	EXPENE REIMBURSEMENT	195.00
00403278	NEXTEL SPRINT	CELL PHONES	18.30
00403290	RHODES, MICHAEL LEE	EXPENSE REIMBURSEMENT	202.00
00403293	ROBERTS AND BRUNE CO	SUPPLIES	7,902.00
00403297	ROMANO, THEODORE CONRAD	EXPENSE REIMBURSEMENT	195.00
00403304	TIMMONS GROUP INC	PROFESSIONAL SERVICES	3,697.50
00943785	GRAINGER INC	SUPPLIES	1,212.38
00943801	SCOTTO, CHARLES W AND DONNA F	NOVEMBER 2022 RENT	5,000.00

631 Marina Fund

Marina Administration

00403065	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	3,015.00
00403089	COMCAST	INTERNET SERVICES	380.36
00403134	OFFICE DEPOT INC	SUPPLIES	177.75
00403139	PACIFIC GAS AND ELECTRIC CO	GAS	5,135.14
00403215	CALIF, STATE OF	USE TAX REMITTANCE	1.50
00403238	EAST BAY WORK WEAR	SAFETY SHOES	283.82
00403256	HUNT AND SONS INC	FUEL	9,041.03
00403289	REINHOLDT ENGINEERING	PROFESSIONAL SERVICES	549.75
00943785	GRAINGER INC	SUPPLIES	254.00

760 ECWMA Fund

Non Departmental

00403096	CONTRA COSTA WATER DISTRICT	WEBSITE SERVICES	368.00
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CITY OF
ANTIOCH
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CLAIMS BY FUND REPORT
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227 **Housing Fund**
Housing

00403114 HABITAT FOR HUMANITY EAST BAY Q1 REPAIR FEES

20,545.16

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Special Meeting of November 15, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Thomas Lloyd Smith, City Attorney *TLS*

SUBJECT: REJECTION OF CLAIMS: KIMBERLY KIRKLAND AND JAVIER AGUILAR

RECOMMENDED ACTION

It is recommended that the City Council reject the claims submitted by Kimberly Kirkland and Javier Aguilar.

Should the City Council desire to discuss this matter, it would be scheduled for a future closed session.

ATTACHMENTS

None.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Special Meeting of November 15, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: John Samuelson, Public Works Director/City Engineer JS

SUBJECT: Increase to the Current Purchase Order with Badger Meter, Inc. for Water Meter Purchases

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving an increase of \$1,150,000 to the current purchase order amount with Badger Meter, Inc. to supply water meters throughout the City. The total Purchase Order would increase from \$500,000 to \$1,650,000.

FISCAL IMPACT

Funding for this request is included in the Fiscal Year 2022/23 Capital Improvement Budget which includes \$1,150,000 from the Water Enterprise Fund for this project.

DISCUSSION

On June 14, 2022, City Council approved the 5-year CIP budget which included the AMI Water Meter Reading Upgrade project ("Project"). This project will proactively replace existing water meters with new equipment that will include advance metering infrastructure ("AMI"). AMI will allow the City, and residents, to view real-time meter readings to improve water conservation efforts and alert the City to leaks in the water system.

The current purchase order with Badger Meter, Inc. is for purchasing of equipment to replace water meters that failed, as well as the installation of new water meters as part of new development. This recommended purchase order increase will allow City staff to begin implementing the AMI Water Meter Project.

Badger Meter, Inc. is the sole source provider of Badger Water Meter utility products. In addition, this vendor provides the Orion AMI system, including all other necessary components that are compatible with the City's meter reading infrastructure, which reads over 33,000 meters per month.

ATTACHMENTS

- A. Resolution
- B. Quotation

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING AN INCREASE TO THE CURRENT PURCHASE ORDER WITH
BADGER METER INC. IN THE AMOUNT OF \$1,150,000 FOR A TOTAL NOT TO
EXCEED AMOUNT OF \$1,650,000 FOR THE PURCHASE OF WATER METERS**

WHEREAS, on June 14, 2022, City Council approved the 5-year CIP budget to include the AMI Water Meter Reading Upgrade ("Project");

WHEREAS, Badger Meter, Inc. is the sole source provider of Badger Water Meter utility products which provides water meters to the City of Antioch;

WHEREAS, additional funds are required to begin the Project, which will allow the City and residents to view real-time meter readings to improve water conservation efforts and alert the City to leaks in the water system; and

WHEREAS, funding for the upgrade is included in the fiscal year 2022/23 Capital Improvement Budget through the Water Enterprise Fund.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves an increase of \$1,150,000 to the current purchase order amount with Badger Meter, Inc. to supply water meters throughout the City. The total Purchase Order would increase from \$500,000 to a total not to exceed amount of \$1,650,000.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a special meeting thereof, held on the 15th day of November 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

ATTACHMENT "B"



Domestic Quotation
Quotation No. 3420089

Badger Meter Inc.
4545 W Brown Deer Road Milwaukee WI 53223
PO Box 245036 Milwaukee WI 53224-9536

Revised Date

To

CITY OF ANTIOCH
P O BOX 5007
ANTIOCH
California 945315007

Customer ID 00041581

Effective Dates 03-01-2022 - 12-31-2022

Salesperson	Proposal Subject	Shipping Terms / INCO Terms	Payment Terms
007469 M. Brian Helphand	M25 HRE 8-DIAL TWIST CF w/ LTE-M & SERVICE UNITS	PREPAY/NO CHARGE FCA FACTORY	NET 30 DAYS

Line #	Description	Qty	Unit Net Price USD	Line Totals USD
1	BMI Part No.: 100-7753 Cat String: R4-BA1-M1CA-2B1-8GD-NX-XX-TF-XX-B0A Description: REG 4, M25, HR-E, 4CXN2 ORION, PL Lid/Shrd-GRY, Trx Scrw, 8D-0.01 FT3, SN YR 9D in, TT-5', BMI STD,	8000	49.95	399,600.00
2	BMI Part No.: 100-2810 Cat String: E4-4E-AB-AG-TAAA-B0A Description: EP Only, For Enc, ORION LTE-M, Thru Ld Instl Kit, TT-8in, Grnd/Ocean- Pause, BMI STD,	8000	80.50	644,000.00
3	BMI Part No.: 68886-104 Description: ORION CELLULAR LTE SERV UNIT	96000	0.650	62,400.00

Subtotal - USD	1,106,000.00
Total Price - USD	1,106,000.00

Notes and Assumptions

SERVICE UNIT COST OF \$.65 TO BE HELD UNTIL DECEMBER 2024. REGISTER AND ENDPOINT PRICE TO BE INCREASED BY PPI DECEMBER 1ST, 2023.

If applicable, sales tax and freight, if included on the proposal, is an estimate and will be recalculated based on rates and tax status in effect at the time of invoicing.

Actual lead time to be provided at time of order.

To aid in processing your order, please include the Quote number on the PO that is submitted for this proposal.

Thank you for your business!

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints, or credit review.

This acknowledgment is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>.

Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>



Domestic Quotation
Quotation No. 3420089

Badger Meter provides certification files to help manage meter and endpoint inventory and to maintain meter accuracy data. The standard method of delivery for this format is via electronic mail. Any deviations from our standard format, or any custom file formats, will be considered on a time and material basis.

Due to continuous improvements and redesign of Badger Meter products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

If you would like to place an order, please contact us at Utilityorders2@badgermeter.com or by calling 1-800-876-3837.

Thank you for your business!

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints, or credit review.

This acknowledgment is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>.

Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>



Badger Meter

BEACON® Advanced Metering Analytics (AMA) Solution with ORION® Network as a Service (NaaS)

Pricing Terms and Conditions

The following Terms & Conditions apply to the BEACON® Advanced Metering Analytics (AMA) Solution, composed of BEACON AMA Software as a Service (SaaS) and ORION® Network as a Service (NaaS) with ORION Cellular endpoints sold by Badger Meter, Inc. ("Badger Meter") or one of its authorized distributors to a utility or non-utility customer ("Customer") and are in addition to those found at <https://www.badgermeter.com/legal-and-compliance/> and as appropriate, the BEACON General Agreement and/or BEACON Master Agreement executed by Customer.

ONE-TIME FEES

BEACON ENGAGEMENT FEE

A one-time BEACON AMA Engagement Fee, invoiced by Badger Meter or one of its authorized distributors, is required for all deployments of the BEACON AMA Solution with ORION NaaS. This fee includes setup and activation of Customer's BEACON AMA portfolio. Billing Integration professional services are separate and an additional fee. Fees charged to a Customer by its utility billing vendor for an interface file are separate and are the responsibility of the Customer.

SERVICE UNITS

Recurring service fees are based on asset type and assessed monthly ("Service Units"). Asset types are identified by unique Service Unit part numbers as represented in this section. Service Units will be invoiced by Badger Meter or one of its authorized distributors.

ORION NaaS SUBSCRIPTION FEE SERVICE UNITS

Customers deploying a BEACON AMA Solution with ORION NaaS will be assessed NaaS Subscription Fee Service Units, which include Customer's license and access to the BEACON AMA software, software updates, hosting of Customer's metering data, and technical support. NaaS Subscription Fee Service Units (68886-101, 68886-104 and 68886-201) will be assessed monthly, per eligible ORION NaaS endpoint in Customer's BEACON AMA portfolio. Such an endpoint will consume one or more Service Units each month, based on data interval and call-in frequency, and will be assessed on the 26th of each month. Service Units will be consumed for endpoints that have been activated or are more than six months past their original manufacturer ship date. Service Unit price may vary if purchase increment is changed.

FIXED NETWORK GATEWAY TRANSCEIVERS (if applicable)

Supply, installation, backhaul communication and maintenance of ORION® fixed network gateway transceivers deployed as part of a NaaS solution are included in the NaaS endpoint pricing and monthly subscription fee Service Units.

EyeOnWater® CONSUMER ENGAGEMENT

An EyeOnWater® License is included in the BEACON AMA Solution with ORION NaaS. The license includes software licensing, setup and activation of EyeOnWater consumer engagement module for NaaS accounts in Customer's BEACON AMA portfolio. The Customer is required to have appropriate data fields provided from billing software to support EyeOnWater. Fees charged to a Customer by its utility billing vendor for interface file are separate and are the responsibility of the Customer.

SERVICE UNIT PRICING AND PAYMENT

Customer will be required to submit a PO to Badger Meter or one of its authorized distributors for applicable Service Units. Initial Service Unit pricing will be held for the first 12-month term, then subject to change thereafter.

Service Units may be purchased in Customer-defined increments except where minimum multiple purchase increments have been stated. Reorder increments will be established at time of initial purchase and may be modified at a later date. Service Unit price may vary if purchase increment is changed.

Service Unit pricing is Net to Customer and will be invoiced by Badger Meter or one of its authorized distributors based on Customer-defined Service Unit purchase increments or minimum multiple purchase increments as noted. Service Unit part numbers are denoted as 68886 and have been included in this document for cross reference with Customer pricing proposal.

Service Units will be consumed on a monthly basis, as applicable to each asset type.

Service Units are non refundable and non-transferable to another entity without Badger Meter approval.

Service Units may be converted to like-valued, or higher, Service Units of a different asset type with Badger Meter approval.

Service Units expire ten (10) years from date of purchase. Expired Service Units will be forfeited unless converted prior to expiration.

Upon termination of a Customer's BEACON AMA services, for whatever cause, unused Service Units will be forfeited if not converted to Badger Meter future purchase credit within ninety (90) days.

Failure to renew services at term expiration, or pay for services invoiced by Badger Meter or one of its authorized distributors, may result in termination of services and limited access to Customer's BEACON AMA portfolio at the discretion of Badger Meter.

Once deactivated by the network carrier, ORION Cellular endpoints cannot be reactivated.

REPLACEMENT OF ENDPOINTS UNDER NETWORK GUARANTEE

The following applies only to endpoints replaced under the network guarantee described in the ORION Cellular LTE-M, LTE-M5 and C Endpoints warranty document (ORI-WR-02596-EN), ORION Cellular LTE Endpoint warranty document (ORI-WR-03433-EN), BEACON AMA Managed Solution with ORION Cellular CDMA N and Fixed Network (SE) Water Endpoints warranty document (BEA-WR-02097-EN), or with ORION Cellular CDMA and Fixed Network (SE) Water Endpoints warranty document (BEA-WR-00719-EN). For those endpoints replaced under the network guarantee, the Customer shall be responsible for fees related to communication, including the most recently published replacement endpoint activation fee to initiate endpoint communication, and a minimum of 60 Service Units per replacement endpoint, 12 per year for five (5) years. Purchase fees for a minimum of 12 Service Units per endpoint will be billed at the time replacement endpoints are shipped, and will thereafter be billed annually in 12-unit increments at a minimum per endpoint.

SMART WATER IS: BADGER METER

Badger Meter is a leading provider of smart water solutions. Our smart water solutions are designed to help water utilities improve their operations, reduce costs, and increase revenue. Our smart water solutions are designed to help water utilities improve their operations, reduce costs, and increase revenue. Our smart water solutions are designed to help water utilities improve their operations, reduce costs, and increase revenue.

www.badgermeter.com

Badger Meter | 4545 West Brown Deer Rd. | PO Box 245936 | Milwaukee, WI 53224-9516 | 406.876.3637 | 414.355.5400

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Special Meeting of November 15, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: John Samuelson, Public Works Director/City Engineer JS

SUBJECT: Second Amendment to the Consulting Services Agreement with CDM Smith, Inc. for Construction Management Services Related to the Brackish Water Desalination Project; P.W. 694

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving an amendment to the Fiscal Year 2022/23 Capital Improvement and Operating Budget to increase the funding from the Water Enterprise Fund for the Brackish Water Desalination Project by \$3,370,000;
2. Approving the second amendment to the Consulting Services Agreement with CDM Smith, Inc. for construction management services related to the Brackish Water Desalination Project in the amount of \$3,368,706 for a total contract amount of \$7,782,916 and extending the term of the agreement to December 31, 2024, in substantially the form attached as Exhibit "1" to the Resolution; and
3. Authorizing and directing the City Manager to execute the second amendment to the Consulting Services Agreement in a form approved by the City Attorney.

FISCAL IMPACT

Approval of this resolution will amend the Fiscal Year 2022/23 Capital Improvement and Operating Budget to increase the funding from the Water Enterprise Fund for the Brackish Water Desalination Project ("Project") by \$3,370,000. City staff have also submitted a request to increase the State Revolving Fund loan to cover this additional cost.

DISCUSSION

On June 9, 2020, the City entered into a Consulting Services Agreement with CDM Smith, Inc. ("CDM") for construction management services for this Project in the amount of \$4,414,210.

On April 1, 2021, the City amended the scope of work to the agreement with no changes to the contract amount.

Staff recommends approving the second amendment with CDM to extend their construction management services for the duration of the Project and to include optional tasks at the City's discretion.

The Project has experienced significant delays to the schedule as a result of the pandemic. Several key pieces of equipment will not be available until early 2024. This requires the Construction Management firm to work on this project for longer than originally expected. Staffing levels will be adjusted based on the amount of construction occurring at the job site.

ATTACHMENTS

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING AN AMENDMENT TO INCREASE THE FISCAL YEAR 2022/23
CAPITAL IMPROVEMENT AND OPERATING BUDGET, APPROVING THE SECOND
AMENDMENT TO THE AGREEMENT WITH CDM SMITH, INC. FOR
CONSTRUCTION MANAGEMENT SERVICES AND AUTHORIZING THE CITY
MANAGER TO EXECUTE THE SECOND AMENDMENT TO THE AGREEMENT
P.W. 694**

WHEREAS, on June 9, 2020, CDM Smith, Inc. ("CDM") entered into a Consulting Services Agreement ("Agreement") for construction management services for the Brackish Water Desalination Project ("Project") in the amount of \$4,414,210;

WHEREAS, on April 1, 2021, the City amended the scope of work to the agreement with no changes to the contract amount;

WHEREAS, the City Council has considered an amendment to the Fiscal Year 2022/23 Capital Improvement and Operating Budget to increase the funding from the Water Enterprise Fund for the Project by \$3,370,000;

WHEREAS, on November 15, 2022 the City Council considered approving the second amendment to the Agreement with CDM for construction management services in the amount of \$3,370,000 for a total contract amount of \$7,782,916 and extending the term of the agreement to December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby:

1. Approves an amendment to the Fiscal Year 2022/23 Capital Improvement and Operating Budget to increase the funding from the Water Enterprise Fund for the Brackish Water Desalination Project by \$3,370,000;
2. Approves the second amendment to the Agreement with CDM Smith, Inc. for construction management services related to the Brackish Water Desalination Project in the amount of \$3,370,000 for a total contract amount of \$7,782,916 and extends the term of the agreement to December 31, 2024 in substantially the form attached as Exhibit "1"; and
3. Authorizes and directs the City Manager to execute the second amendment to the Consulting Services Agreement with CDM Smith, Inc. in a form approved by the City Attorney.

* * * * *

RESOLUTION NO. 2022/**

November 15, 2022

Page 2

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a special meeting thereof, held on the 15th day of November 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

A2

EXHIBIT "1"

AMENDMENT NO. 2 TO AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE BRACKISH WATER DESALINATION PROJECT P.W. 694

THIS SECOND AMENDMENT TO THE AGREEMENT FOR BRACKISH WATER DESALINATION is entered into this 15th day of November 2022, by and between the CITY OF ANTIOCH, a municipal corporation ("**City**") and CDM SMITH, INC., their address is 75 State Street, Boston, MA 02109 ("**Consultant**").

RECITALS

WHEREAS, on June 9, 2020, City and CDM Smith, Inc., entered into an Agreement for Professional Consultant Services for the Brackish Water Desalination Project ("**Agreement**") in the amount of \$4,414,210.00;

WHEREAS, on April 1, 2021, City amended the services for CDM Smith, Inc. with no increased compensation; and

WHEREAS, on November 15, 2022, the City Council approved the second amendment to the Agreement with CDM Smith, Inc. for construction management services in the amount of \$3,368,706 for a total contract amount of \$7,782,916, extended the term of the agreement to June 30, 2024 and authorized the City Manager to execute the second amendment.

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

1. Section 1 "SERVICES" the first paragraph shall be amended to read as follows:

"Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, materials, equipment, transportation, supervision, and expertise to provide to City the services described in the Scope of Work attached as Exhibit A to the Agreement, Exhibit A to Amendment No. 1 and Exhibit A to Amendment No. 2 of the Agreement at the time and place and in the manner specified therein ("Services"). In the event of a conflict in or inconsistency between the terms of this Agreement and the Exhibits, the Agreement shall prevail."

2. Section 1.1 "Term of Services" shall be amended to read as follows:

"The term of this Agreement shall begin on the date first noted above and shall end on **December 31, 2024**, and Consultant shall complete the work described in Exhibit A to the Agreement, Exhibit A to Amendment No. 1 and Exhibit A to Amendment No. 2 of the Agreement prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8 of the Agreement. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8 of the Agreement."

1. Section 2 "COMPENSATION" the first sentence shall be amended to read as follows:

"City hereby agrees to pay Consultant a sum not to exceed **Seven Million Seven Hundred Eighty-Two Thousand Nine Hundred Sixteen Dollars (\$7,782,916)**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

All other terms and conditions of the Agreement shall remain in full force and effect.

CITY OF ANTIOCH:

CDM SMITH, INC.

By: _____
Cornelius H. Johnson
City Manager

By: _____
Hala Z. Titus, Sr. Vice President

ATTEST:

Elizabeth Householder
City Clerk

APPROVED AS TO FORM:

Thomas Lloyd Smith
City Attorney

EXHIBIT "A"



2300 Clayton Road, Suite 950
Concord, CA 94520
Tel: 925 933-2900

October 31, 2022

Mr. John Samuelson
Mr. Joe Sbranti
City of Antioch
200 'H' Street
Antioch, CA 94509-1005

Subject: Brackish Water Desalination Construction Management Services
Exhibit A: Contract Amendment No. 2 for Extended Services

Dear John and Joe,

CDM Smith has prepared this contract amendment exhibit to extend the duration for providing construction management services because of the revised and extended project schedule proposed by the construction contractor. The construction management services to be provided under this Amendment No. 2 will be as described in Tasks 2 through 7 in the current Agreement, including Amendment No. 1. A new *Task 8 – Optional Services* is included in this Amendment No. 2 to allow the City to request and authorize optional additional services beyond those included in the other tasks.

This exhibit describes the key assumptions used to estimate the level of effort for CDM Smith and its subconsultants. The estimated level of effort for this Amendment No. 2 for Tasks 2 through 7 is \$3,024,282. The estimated level of effort for Task 8 is \$344,424. The total estimated level of effort for this Amendment No. 2, including Task 8, is \$3,368,706. See the attached budget spreadsheet for the breakdown of the budget among tasks.

Key Assumptions for Estimating Level of Effort

The level of effort by CDM Smith and its subconsultants is driven by the assumed extended project construction duration and the associated staffing needs. These key assumptions include:

1. CDM Smith's current contract budget (including Amendment No. 1) will be expended by approximately 12/16/2022.
2. The project's construction schedule will be extended/changed as shown in the attached contractor's Recovery Schedule Milestones estimate document. The estimated final construction completion date is March 9, 2024.
3. Key Staffing Assumptions:
 - a. The resident engineer, Jeff Sellberg, will remain full time on the project through the revised estimated construction contract completion date (March 9, 2024).



City of Antioch Brackish Water Desalination Construction Management Services (PW 694)

October 31, 2022

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- b. The construction manager, Rudy Zelmer, will remain full time on the project until the end of September 2023. By then, it is estimated that most of the construction work is completed, including delivery and installation of the delayed electrical equipment.
- c. The field engineer, Fadi Alabbas, will remain full time on the project until the end of September 2023. After that, he will only work up to 3 days per week on the project until the revised estimated substantial completion (end of January 2024).
- d. The staff/office engineer will remain full time on the project until the mechanical/electrical check-out and startup & testing is completed at the water treatment plant (estimated to be completed by end of June 2023). After that, he will only spend up to 2 days per week until the revised estimated construction contract completion date (March 9, 2024).
- e. The off-site facilities inspector will remain full time on the project until the end of July 2023 (when the Brine and Raw Water Pipeline work is estimated to be completed). After that, he will only work up to 2.5 days per week on the project until the revised estimated substantial completion of the River Pump Station (February 5, 2024).
- f. The water treatment plant inspector will remain full time on the project the end of July 2023. By then, it is estimated that the start-up and testing of the RO facility will be completed, and the construction contractor will start a partial demobilization. After that, he will only work up to 2.5 days per week on the project until the revised estimated completion of the project's punch list (March 9, 2024).
- g. An electrical and I&C inspector will work on the project, on average, up to 4 days per week until the end of October 2023. By then, it is estimated that the permanent PG&E power will be completed at the River Pump Station and at the water treatment plant.
- h. An allowance for overtime inspection has been included in Task 4 assuming 16 hours per week for the entire inspection staff (i.e., not per inspector) until the end of July 2023.
- i. Services from the Project Stabilization Agreement subconsultant on Task 6 will continue until the revised estimated construction contract completion date (March 9, 2024).
- j. Services from the Labor Compliance Monitoring subconsultant on Task 7 will continue until the revised estimated construction contract completion date (March 9, 2024).
- k. The billing rates for staff have been increased by approximately 6% to account for salary raises since the original contract date of June 2020.
- l. Task 8 – Optional Services. This new task has been added to allow the City to authorize optional additional services beyond those included in the other tasks. Authorization to

A handwritten signature in blue ink, appearing to be "Afp", with a small blue star-like symbol above the first letter.



City of Antioch Brackish Water Desalination Construction Management Services (PW 694)

October 31, 2022

Page 3

proceed with services under this task will be at the discretion and written direction of the City to CDM Smith. The type of services that can be provided under this task may include:

- 8.1 – *Additional construction management services.* If the construction schedule is delayed beyond the assumed project completion date stated above, CDM Smith can provide additional construction management services as described in Tasks 2 through 7 of the Agreement. A budgetary allowance has been included assuming a 1-month delay with hours allocated to the staff members shown in the attached budget spreadsheet.
- 8.2 – *Scheduler for recovery schedule negotiations.* CDM Smith will provide a construction scheduler to assist in the potential review and negotiations of the contractor's project recovery schedule. Given the anticipated number of schedule items/impacts, a budgetary allowance of approximately \$50,000 has been included.
- 8.3 – *Miscellaneous services.* This may include helping the city with equipment warranty items, negotiate/resolve outstanding potential claims remaining beyond the estimated construction completion date, technical assistance requested by plant staff. A budgetary allowance of approximately \$50,000 has been included.

END OF EXHIBIT

Servando Molina, P.E., PMP
Senior Vice President
CDM Smith Inc.

A7

City of Antioch
 CONSTRUCTION MANAGEMENT SERVICES FOR:
 BRACKISH WATER DESALINATION FACILITY PROJECT, PW 694
 CDM Smith Budget for Amendment No. 2
 Version Date: October 31, 2022

		CDM SMITH												
	Resource Description	Const. Mgr.	Resident Engineer	Field Eng.	Project Admin.	Office Eng.	Sched. Review	Cost Est.	PMIS IT Support	P-I-C	Contract Admin./ Proj. Controls	CDM Smith Total Labor	ODCs	Total CDM Smith
	Resource Name	Rudy Zelmer	Jeff Sellberg	Fadi Alabbas	Marissa DuBois	Ryan Kostrzewa	Nicholas Maxin	Todd Stalnaker	CDM Smith	S. Molina	Christine Wood			
	Hourly Rate (\$/hr)	\$229	\$193	\$193	\$111	\$143	\$269	\$233	\$140	\$319	\$182			
Task	Task Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Amount	Amount	Amount
2	Consultant CM Services	1,680	0	0	0	0	118	0	89	148	106	\$495,426	\$26,000	\$521,426
3	Field Engineer Services	0	2,760	2,256	100	1,932	80	160	0	0	0	\$1,314,264	\$29,920	\$1,344,184
4	Construction Inspection Services	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
4.1	Construction Inspection											\$0		\$0
	Overtime Inspection													
5	Project Administrative Services	0	0	0	130	0	0	0	0	12	0	\$18,258	\$1,000	\$19,258
6	Project Stabilization Agreement Support Services	0	71	0	0	0	0	0	0	0	0	\$13,703	\$600	\$14,303
7	Labor Compliance Monitoring											\$0		\$0
	TOTAL WITHOUT TASK 8	1,680	2,831	2,256	230	1,932	198	160	89	160	106	\$1,841,651	\$57,520	\$1,899,171
8	Optional Services	173	233	233	48	225	224	38	6	8	6	\$240,652	\$1,995	\$242,647
8.1	Additional CM Services (1 month)	173	173	173	8	173	8	8	6	8	6	\$140,522	\$1,995	\$142,517
8.2	Scheduler for recovery schedule negotiations						186					\$50,034		\$50,034
8.3	Miscellaneous services		60	60	40	52	30	30				\$50,096		\$50,096
	TOTAL, INCLUDING TASK 8	1,853	3,064	2,489	278	2,157	422	198	95	168	112	\$2,082,303	\$59,515	\$2,141,818

AS

City of Antioch
 CONSTRUCTION MANAGEMENT SERVICES FOR:
 BRACKISH WATER DESALINATION FACILITY PROJECT, PW 694
 CDM Smith Budget for Amendment No. 2
 Version Date: October 31, 2022

	Resource Description	Subconsultants													Sub. Markup on Labor	Total Project
		Lead Insp. - WTP	Lead Insp. - Off-site	Elect./I&C Insp.	OT Insp.	RMA Total Labor	ODCs	PSA Specialist	Labor Comp. Officer	Labor Comp. Field Technician	Labor Comp. Analyst	Silveira Consulting Total Labor	ODCs	Total Subs.		
	Resource Name															
	Hourly Rate (\$/hr)	\$144	\$144	\$166	\$216				\$117	\$91	\$75					
Task	Task Description	Hours	Hours	Hours	Hours	Amount	Amount	Amount	Hours	Hours	Hours	Amount	Amount	Amount	Amount	Amount
2	Consultant CM Services	0	0	0	0	\$0	\$0	\$0	0	0	0	\$0	\$0	\$0	\$0	\$521,426
3	Field Engineer Services	0	0	0	0	\$0	\$0	\$0	0	0	0	\$0	\$0	\$0	\$0	\$1,344,184
4	Construction Inspection Services	1,960	1,860	1,472	528	\$908,480	\$47,500	\$0	0	0	0	\$0	\$0	\$955,980	\$90,848	\$1,046,828
4.1	Construction Inspection	1,960	1,860	1,472		\$794,432	\$47,500					\$0		\$841,932	\$79,443	\$921,375
	Overtime Inspection				528	\$114,048								\$114,048	\$11,405	\$125,453
5	Project Administrative Services	0	0	0	0	\$0	\$0	\$0	0	0	0	\$0	\$0	\$0	\$0	\$19,258
6	Project Stabilization Agreement Support Services	0	0	0	0	\$0	\$0	\$28,542	0	0	0	\$0	\$0	\$28,542	\$2,854	\$45,699
7	Labor Compliance Monitoring								222	52	148	\$41,806	\$900	\$42,706	\$4,181	\$46,887
	TOTAL WITHOUT TASK 8	1,960	1,860	1,472	528	\$908,480	\$47,500	\$28,542	222	52	148	\$41,806	\$900	\$1,027,228	\$97,883	\$3,024,282
8	Optional Services	173	173	139	64	\$86,722	\$3,167	\$0	15	4	10	\$2,869	\$60	\$92,818	\$8,959	\$344,424
8.1	Additional CM Services (1 month)	173	173	139	64	\$86,722	\$3,167		15	4	10	\$2,869	\$60	\$92,818	\$8,959	\$244,294
8.2	Scheduler for recovery schedule negotiations					\$0						\$0		\$0	\$0	\$50,034
8.3	Miscellaneous services					\$0						\$0		\$0	\$0	\$50,096
	TOTAL, INCLUDING TASK 8	2,133	2,033	1,611	592	\$995,202	\$50,667	\$28,542	237	56	158	\$44,675	\$960	\$1,120,046	\$106,842	\$3,368,706

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CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Special Meeting of November 15, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Carlos Zepeda, Deputy Public Works Director

APPROVED BY: John Samuelson, Public Works Director/City Engineer JS

SUBJECT: Acceptance of Bid and Award of Contract to Satellite Painting, Inc. for the Maintenance Service Center Interior Wall Painting, Bid No. 968-1019-22B

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Accepting the bid from Satellite Painting, Inc. for the Public Works Maintenance Service Center Interior Wall Painting, in the amount not to exceed \$115,000.
2. Authorizing the City Manager to enter into an agreement with Satellite Painting Inc., of San Jose, CA, in a form approved by the City Attorney.

FISCAL IMPACT

Funding for the Public Works Maintenance Service Interior Wall Painting is included in the Fiscal Year 2022/23 General Fund Public Works Facilities, Water Distribution and Sewer Collections operating budgets.

DISCUSSION

Originally dedicated in August 1996, the Public Works Department Maintenance Service Center Administration building is located at 1201 W. Fourth St. in downtown Antioch. It was rededicated as the Stanford E. Davis Center on June 6, 1998. The cabinetry, wall paneling, and overall interior design is over twenty-four (24) years old. This wall painting remodel will revive an aging City facility and modernize the interior with a more aesthetically pleasing building for staff and customers of the City of Antioch.

The Public Works Department published Maintenance Service Center Interior Wall Painting, Request for Bid (RFB), Bid No. 968-1019-22B, on September 28, 2022; the RFB solicitation closed on October 19, 2022. Bids were solicited and five (5) complete and qualified RFB responses were received. The lowest bidder was Pacific Rim Painting Company. However, Pacific Rim Painting reached out to City staff with a request to withdraw their bid. Satellite Painting, Inc. was found to be the next lowest qualified bidder. Staff recommends awarding the contract to Satellite Painting Inc. of San Jose, CA.

ATTACHMENTS

- A. Resolution
- B. Bid Tabulation
- C. Maintenance Services Agreement (MSA)

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ACCEPTING THE BID AND AUTHORIZING THE CITY MANAGER TO EXECUTE
THE AGREEMENT WITH SATELLITE PAINTING, INC. OF SAN JOSE, CALIFORNIA
FOR MAINTENANCE SERVICE CENTER INTERIOR WALL PAINTING BID NO. 968-
1019-22B IN AN AMOUNT NOT TO EXCEED \$115,000.**

WHEREAS, the City of Antioch's Public Works Department strives to maintain the City's facilities in a safe and aesthetically pleasing condition for its staff and customers;

WHEREAS, bids were solicited on September 28, 2022, for the Maintenance Service Center Interior wall painting with the solicitation closing on October 19, 2022;

WHEREAS, five (5) complete, qualified bids were received with Pacific Rim Painting Company submitting the lowest bid; and

WHEREAS, Pacific Rim Painting Company has requested to withdraw its bid due to bid errors on their part, making Satellite Painting Inc. the next qualified and lowest bidder.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby:

1. Accepts the bid for Antioch Maintenance Service Center Interior Wall Painting Bid No. 968-1019-22B from Satellite Painting, Inc. of San Jose, CA, in an amount not to exceed \$115,000; and
2. Authorizes the City Manager to execute the Agreement with Satellite Painting, Inc. in a form approved by the City Attorney.

* * * * *

RESOLUTION NO. 2022/**

November 15, 2022

Page 2

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a special meeting thereof, held on the 15th day of November 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

ATTACHMENT "B"

DEPARTMENT OF PUBLIC WORKS



MAINTENANCE SERVICE CENTER INTERIOR WALL PAINTING
 BID NO. 968-1019-22B
 BID TABULATION

Item No.	Description	<i>Pacific Rim Painting Company</i>		Satellite Painting		Color New		Yoda Painting		Athens Painting	
		Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
1	Preparation, TSP Cleaning and Marking	\$ 7,000.00	\$ 7,000.00	\$ 1,000.00	\$ 1,000.00	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00		\$ 37,000.00
2	Materials, Benjamin Moore, Primer	\$ 2,000.00	\$ 2,000.00	\$ 8,000.00	\$ 8,000.00	\$ 7,000.00	\$ 7,000.00		\$ 10,000.00		\$ 9,000.00
3	Materials, Benjamin Moore Scuff X Finish, Paint	\$ 20,000.00	\$ 20,000.00	\$ 14,000.00	\$ 14,000.00	\$ 10,000.00	\$ 10,000.00		\$ 20,000.00		\$ 8,000.00
4	Materials, Benjamin Moore Scuff X Finish Paint, Accent Wall	\$ 20,000.00	\$ 20,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00		\$ 5,000.00		\$ 1,700.00
5	Labor, Furniture reset or moving	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Labor, patch and defect repair	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00		\$ 8,000.00		\$ 5,300.00
7	Labor, Skim coat application	\$ 9,000.00	\$ 9,000.00	\$ 36,000.00	\$ 36,000.00	\$ 54,000.00	\$ 54,000.00		\$ 84,000.00		\$ 120,000.00
8	Labor, prime and paint, spray	\$ 6,450.00	\$ 6,450.00	\$ 45,000.00	\$ 45,000.00	\$ 54,000.00	\$ 54,000.00		\$ 45,000.00		\$ 81,500.00
** Contractor withdrew their bid with the City											
Bid Grand Total		\$ 74,450.00		\$ 115,000.00		\$ 154,000.00		\$ 192,000.00		\$ 262,500.00	

ATTACHMENT "C"

CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement ("**Agreement**") is made and entered into this **15th day of November, 2022** ("**Effective Date**") by and between the City of Antioch, a municipal corporation organized under the laws of the State of California with its principal place of business at 200 H Street, Antioch California 94509 ("**City**") and **Satellite Painting, Inc., a Corporation** with its principal place of business at **5655 Silver Creek Valley Rd #449, San Jose CA 95138** ("**Contractor**"). City and Contractor are sometimes individually referred to as "**Party**" and collectively as "**Parties**" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **painting** services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the **Maintenance Service Center Interior Wall Painting, Bid No. 968-1019-22B**, project ("**Project**") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **painting** maintenance services necessary for the Project ("**Services**"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Contractor shall perform its services in a prompt and timely manner and shall commence performance upon the Effective Date. Contractor shall complete the services required hereunder within **twenty (20) working days, Monday-Friday.**

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates **Carlos Zepeda, Deputy Public Works Director**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **Maurizio Vaccari, Project Manager** or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Five Hundred Dollars (\$500.00)** per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one

calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-

discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance. Contractor shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit "D" (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Hundred and Fifteen Thousand Dollars (\$115,000.00)** without written approval of City's Deputy Director. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 California Labor Code Requirements

a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner

under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.4.4 Agreement Subject to Appropriation of Funds. The Contractor understands and accepts that at all times, the Agreement is subject to appropriation of funds by the Antioch City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, the Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the

discretion of the Mayor and City Council. Contractor's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

**Satellite Painting, Inc.
5655 Silver Creek Valley Rd #449
San Jose, CA 95138
Attn: Maurizio Vaccari**

City:

Public Works Department
Attn: Carlos Zepeda
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

City:

City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007
Attn: City Attorney

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Contra Costa County, California. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and

paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

3.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.19 Wage Theft Prevention.

3.5.19.1 Contractor, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

3.5.19.2 BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONTRACTOR OR ITS SUBCONTRACTORS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONTRACTOR AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

3.5.19.3 If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Contractor shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Contractor or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Contractor or its subcontractor is subject to a payment or other alternative plan, the Contractor or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

3.5.19.4 For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

3.5.19.5 Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

3.5.19.6 Notice provided to the City shall be addressed to: Attention: City Manager, P. O. Box 5007, Antioch, CA 94531-5007. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF ANTIOCH
AND SATELLITE PAINTING, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 15th day of November, 2022.

CITY OF ANTIOCH

Approved By:

Cornelius Johnson
City Manager

ATTEST:

Elizabeth Householder
City Clerk

Approved As To Form:

Thomas Lloyd Smith
City Attorney

Satellite Painting, Inc.

Signature

Name

Title

EXHIBIT "A"
SCOPE OF SERVICES

II. SPECIFICATIONS

INTRODUCTION AND OVERVIEW

The City of Antioch (City) is requesting proposals from painting contractors who are experienced and qualified to successfully prepare and paint the interior walls of the Public Works Maintenance Service Center facility located at 1201 W. 4th St. Antioch. Originally constructed in 1996, the Maintenance Service Center has original textured wallpaper throughout. This painting project will revive aged and soiled wall paneling with a skim coat over existing wallpaper, primer, and fresh paint finish.

The deadline for submission of proposals for this work is no later than 2:00 p.m., Wednesday, October 19th, 2022.

Mandatory Pre-Bid Meeting: Wednesday, October 5th, 2022 at 10:00 a.m.

SCOPE OF WORK

The City is seeking a Contractor to provide interior wall painting services to the Public Works Maintenance Service Center Building. Services consist of providing all labor, materials, equipment, and supervision of the paint crew. All interior wallpaper paneling will be skim coated over with joint compound, smooth textured, primer, and finished with two coats of paint.

Cleaning and Preparation

- Masking and preparation. This includes using drop cloths where applicable.
- Cleaning and degreasing (using TSP if necessary)
- Repair any wallpaper defects. This includes patching, plastering, and/or applying new caulking where necessary to any holes, slits, cracks, peeling

Skim coat and Finishes

- After cleaning, apply a skim coat of joint compound over existing wallpaper to a flat finish on all walls
- Prime all skim coated finishes, metal door frames, and metal doors. Bin-primer is preferred
- Lightly sand and re-stain wooden doors with a matching color in semi-gloss finish
- Primer over newly textured wall surface. A bin-primer is preferred but not required
- Apply finish coat using Benjamin Moore Scuff-X eggshell sheen. Accent wall is to be finished with a satin sheen

Surfaces to Include

- All Interior walls covered with industrial grade wallpaper
- All doors and door frames (both metal and wood)
- Locker room ceilings, no skim coat, primer and paint only

MATERIALS

The selected vendor will supply all skim coat mud, paint, patching, stucco, caulking, tape(s), masking, etc. as well as all spray compressors, boom lifts, and other equipment necessary to complete the project. All paint, stucco, caulking, etc. shall be in original, clearly labeled, sealed manufacturer's containers. All painting materials shall be manufactured by Benjamin Moore, mixed from the manufacturer, and thoroughly stirred by the vendor. No materials shall be reduced or changed in any way except as specified by manufacturer. Primers, sealers and undercoaters for paintwork shall be of the same manufacturer as the brand of paint specified.

QUALITY CONTROL

Paint shall be readily broken up with a paddle to a smooth uniform paint of good brushing consistency and shall dry hard to a smooth finish. Painted surfaces shall be considered lacking uniformity and soundness if any of the following defects are present: Brush/roller marks, streaking, running, sagging, drips, blown contaminants from dust/debris. All colors and shades of paint shall conform to the color schedule provided by the City.

Any final surface finishes rejected by the Project Manager shall be correct at the expense of the contractor. All debris such as used paint containers, masking tape, drop cloths, etc. are the sole responsibility of the Contractor and shall be disposed of in accordance with any federal, state, and local laws and regulations by the Contractor.

MANDATORY WALKTHROUGH

A mandatory walkthrough to see the extent of the work and layout of the facility will be held at 10:00 am Wednesday, October 5th, 2022 at the Public Works Maintenance Service Center located at 1201 W. 4th Antioch CA, 94509. Any Contractor wishing to bid on this project must attend.

CONTRACT DOCUMENTS

The successful bidder shall be expected to agree to and comply with all terms addressed in the attached Sample Construction Agreement. The bidder shall not change the wording in the Construction agreement. No words or comments shall be added to the general conditions. Conditional bids cannot be accepted.

SURETY BONDS

Successful Bidder will need to submit a payment bond, at the time of executing the agreement before the start of work.

SUBMISSION INSTRUCTIONS

Informal Bid must be submitted no later than 2:00 p.m. on August 19, 2022 to:

City Clerk's Office
City of Antioch City Hall
200 H St, Antioch, CA 94509

EXHIBIT "B"

SCHEDULE OF SERVICES



Maintenance Service Center Interior Wall Painting Bid No. 968-1019-22B

ADDENDUM NO. 1 Dated October 10, 2022

Changes to General Conditions

1. On Page 5 of 9 replace **Section 25. Warranty**, to read as follows:
25. Warranty – Terms of any warranty offered by the manufacturer, or the bidder shall be included with the bid. Contractor warrants all work done and goods provided under this Agreement shall at a minimum: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material, and workmanship; and c) shall be fit for the purposes intended. If any defects occur within said 12 months following acceptance, Contractor shall be solely responsible for the correction of those defects.

Changes to Specifications

1. On Page 6 of 9 **replace** the first paragraph under "Introduction and Overview" with the following:
The City of Antioch (City) is seeking Bids from California State Licensed contractors with a Class B and/or C33 license who are experienced and qualified to successfully prepare and paint the interior walls of the Public Works Maintenance Service Center facility located at 1201 W. 4th St, Antioch. Originally constructed in 1996, the Maintenance Service Center has original textured wallpaper throughout. This painting project will revive aged and soiled wall paneling with a skim coat over existing wallpaper, primer, and fresh paint finish.

Additions to Specifications:

1. Insert the following section on Page 7 of 9 below **CONTRACT DOCUMENTS.**
 - **CONTRACT TERM AND CONDITIONS**
Contractor must complete all work within **twenty (20) working days, Monday – Friday** following a commencement of work. Liquidated Damages will be applied if project is not completed within the allotted time frame.

EXHIBIT "C"

COMPENSATION

OFFICIAL BID SUBMITTAL PAGE NO. 1 OF 5

INITIAL HERE JMVREVISED PER ADDENDUM NO. 1BID SUBMITTAL WORK SHEET - BID NO. 968-1019-22B

CITY OF ANTIOCH
Maintenance Service Center Interior Wall Painting
Bid No. 968-1019-22B

Item No.	Unit	Quantity	Description	Unit Price	Extended Amount
1.			Preparation, TSP Cleaning and Masking....	\$ 1,000.00	\$ 1,000.00
2.			Materials, Benjamin Moore, Primer.....	\$ 8,000.00	\$ 8,000.00
3.			Materials, Benjamin Moore Scuff X Finish, Paint.....	\$ 14,000.00	\$ 14,000.00
4.			Materials, Benjamin Moore Scuff X Finish Paint, Accent Wall...	\$ 3,000.00	\$ 3,000.00
5.			Labor, furniture reset or moving.....	\$ 3,000.00	\$ 3,000.00
6.			Labor, patch and defect repair.....	\$ 5,000.00	\$ 5,000.00
10.			Labor, skim coat application.....	\$ 36,000.00	\$ 36,000.00
11.			Labor, prime and paint, spray.....	\$ 45,000.00	\$ 45,000.00
TOTAL BID PRICE				\$ 115,000.00	

TOTAL BID PRICE: one Hundred, fifteen thousand
 (WRITTEN IN WORDS)

MATERIAL LEAD TIME: Two weeks.
 To be an estimate of time for ALL materials to be received before start of working days

All costs associated with the work required in the Plans and Specifications must be included in the bid items. This certifies that the prices in the proposal include all work as shown in the Plans and Specifications necessary to complete the work, in place and in full working order.

Company Name: Satellite Painting, Inc.Primary Contact: Maurizio Vaccari Title: Project ManagerAuthorized Signature: 

EXHIBIT "D"

INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an "X" indicated in the space before the requirement apply to Contractor's Agreement.**

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

Contractor shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

 X Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$2,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

 Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$1,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

 Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$5,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

 X Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **\$1,000,000.00** combined single limit for bodily injury and property damage.

 Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than **\$5,000,000.00** combined single limit for bodily injury and property damage.

 Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

____ Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

____ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

____ Insurance appropriate to the Contractor's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000.00** per accident for bodily injury or disease. *(Not required if Contractor provides written verification it has no employees. Waiver needed.)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Builder's Risk (Course of Construction):

____ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Contractor's Pollution Legal Liability:

____ Contractor's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Cyber Liability Insurance

____ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

____ Bid Bond
X Performance Bond
X Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

X **Additional Insured Status and Primary/Non-Contributory Language:**

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its officers, officials, employees, and agents as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

____ **Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)**

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

____ **Notice of Cancellation, Suspension or Otherwise Voiding Policies:**

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

____ **Waiver of Subrogation:**

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor, its employees, agents and subcontractors.

____ **Completed Operations**

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions ("SIR"):

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Contractor shall furnish the City 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 City 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 City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Special Meeting of November 15, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Project Manager *SB*

APPROVED BY: John Samuelson, Public Works Director/City Engineer *JS*

SUBJECT: Rescinding the September 27, 2022 Award of the Curb, Gutter, and Sidewalk Repair Including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps and Miscellaneous Locations 2022/2023 Agreement to MG and JC Concrete; Rejecting the Bids of MG and JC Concrete and Anchor Concrete as Non-Responsive and Awarding the Agreement to Mauri Concrete; P.W. 507-19

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Rescinding its prior Contract Award of September 27, 2022 for the Curb, Gutter, and Sidewalk Repair including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations 2022/23 to MG and JC Concrete;
2. Rejecting the bid of MG and JC Concrete for the Curb, Gutter, and Sidewalk Repair including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations 2022/23 as non-responsive;
3. Rejecting the bid of Anchor Concrete for the Curb, Gutter, and Sidewalk Repair, including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations 2022/23 as non-responsive;
4. Awarding the construction agreement for the Curb, Gutter, and Sidewalk Repair including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations 2022/23 to the lowest responsive, responsible bidder, Mauri Concrete in the amount of \$354,400 in substantially the form attached as Exhibit "1" to the Resolution; and
5. Authorizing and directing the City Manager to execute the Agreement in a form approved by the City Attorney.

FISCAL IMPACT

The Fiscal Year 2022/23 Capital Improvement Budget includes \$150,000 from the Gas Tax Fund, \$150,000 from the Sewer Enterprise Fund and \$150,000 from the Water Enterprise Fund for a total of \$450,000 for the Curb, Gutter, and Sidewalk Repair Including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations 2022/23 project "Project") The bid submitted by the lowest responsive, responsible bidder is below the Engineer's Estimate of \$400,000.

DISCUSSION

On August 30, 2022, ten (10) bids were received and opened, as shown on the attached tabulation. The work included constructing concrete curb ramps and modifying existing storm drain catch basins. Tree removal, stump grinding, and root pruning will be performed on an as needed basis. The low bid was submitted by MG and JC Concrete of Vacaville, CA in the amount of \$340,000.

On September 27, 2022, the City Council awarded a contract for the Project to MG and JC Concrete. However, upon further review it was discovered that MG and JC Concrete allowed their mandatory registration with the Department of Industrial Relations ("DIR") to lapse as MG and JC were completing a public works project for the City and before the bid opening date for the Project. Pursuant to California law, a contractor must be registered with the DIR to be qualified to bid on a public works project. (Cal. Labor Code § 1725.5). Consequently, the bid submitted by MG and JC Concrete was determined to be non-responsive and must be rejected.

The second low bid submitted by Anchor Concrete of Antioch, California was also found to be non-responsive for failure to maintain a current registration with the DIR. Therefore, the bid submitted by Anchor Concrete in the amount of \$349,950 was also determined to be non-responsive and must be rejected.

The third lowest bid submitted by Mauri Concrete Construction Co. of El Sobrante, California was found to be without errors or omissions, including a current registration with the DIR. Accordingly, the bid submitted by Mauri Concrete Construction Co., in the amount of \$354,400 is the lowest responsive, responsible bid.

ATTACHMENTS

A: Resolution

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
RESCINDING THE SEPTEMBER 27, 2022 AWARD OF THE CURB, GUTTER, AND
SIDEWALK REPAIR INCLUDING TREE REMOVAL AND STUMP GRINDING AND
INSTALLATION OF CONCRETE CURB RAMPS AND MISCELLANEOUS
LOCATIONS 2022/2023 AGREEMENT TO MG AND JC CONCRETE; REJECTING
THE BIDS OF MG AND JC CONCRETE AND ANCHOR CONCRETE AS NON-
RESPONSIVE, AWARDING THE CURB, GUTTER, AND SIDEWALK REPAIR
INCLUDING TREE REMOVAL AND STUMP GRINDING AND INSTALLATION OF
CONCRETE CURB RAMPS AND MISCELLANEOUS LOCATIONS 2022/2023
AGREEMENT TO MAURI CONCRETE AND AUTHORIZING THE CITY MANAGER
TO EXECUTE THE AGREEMENT
P.W. 507-19**

WHEREAS, the Consideration of Bids for the Curb, Gutter, and Sidewalk Repair Including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations 2022/23 ("Project") was published and advertised in the East County Times on July 30, 2022 and August 1, 2022 and a Notice to Contractors was sent to the construction trade journals;

WHEREAS, on August 30, 2022, ten (10) bids were received for the Project;

WHEREAS, on September 27, 2022, the City Council awarded the Project construction agreement ("Agreement") to the lowest apparent bidder, MG and JC Concrete;

WHEREAS, the City has considered rescinding the Agreement with MG and JC Concrete due to a lapse in registration with the Department of Industrial Relations at the time of bidding;

WHEREAS, the City has considered rejecting the bid of MG and JC Concrete due to a lapse in registration with the Department of Industrial Relations at the time of bidding;

WHEREAS, the City has considered rejecting the bid of Anchor Concrete due a lapse in registration with the Department of Industrial Relations at the time of bidding;

WHEREAS, the City has considered awarding the Project construction Agreement to the lowest responsive, responsible bidder, Mauri Concrete Construction Co.; and

WHEREAS, the City has considered authorizing the City Manager to execute the Agreement with Mauri Concrete Construction Co. for a total amount of \$354,400.

AI

RESOLUTION NO. 2022/**

November 15, 2022

Page 2

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby:

1. Rescinds the prior Contract Award of September 27, 2022, for the Curb, Gutter, and Sidewalk Repair including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations 2022/23 to MG and JC Concrete;
2. Rejects the bid of MG and JC Concrete for the Curb, Gutter, and Sidewalk Repair including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations 2022/23 as non-responsive;
3. Rejects the bid of Anchor Concrete for the Curb, Gutter, and Sidewalk Repair including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations 2022/23 as non-responsive;
4. Awards the construction agreement for the Curb, Gutter, and Sidewalk Repair Including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations 2022/23 to the lowest responsive, responsible bidder, Mauri Concrete Construction Co;
5. Approves an agreement with Mauri Concrete Construction Co for a total amount of \$354,400 in substantially the form attached as "Exhibit "1"; and
6. Authorizes and directs the City Manager to execute the Agreement in a form approved by the City Attorney.

* * * * *

A2

RESOLUTION NO. 2022/**

November 15, 2022

Page 3

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a special meeting thereof, held on the 15th day of November 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

A3

EXHIBIT "1"

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of November, 2022 by and between MAURI CONCRETE CONSTRUCTION COMPANY hereinafter called "CONTRACTOR" and the CITY OF ANTIOCH, hereinafter called the "CITY."

WITNESSETH, that the CONTRACTOR and the CITY, for consideration hereinafter named, agree as follows:

1. SCOPE OF WORK

The work consists, in general, of furnishing all materials, labor, tools, plant, supplies, equipment, transportation and superintendence necessary to perform the work required for **P.W. No. 507-19**. The work is more fully described in the Description of Project, Construction Details and Plans contained in the Contract Documents. The Contract Documents are defined below in Section 4 of this Agreement.

2. TIME OF COMPLETION

After this Agreement has been executed by the parties, the CONTRACTOR shall begin work within ten (10) calendar days after the effective date of the Notice to Proceed, and shall diligently prosecute all of the work under this Agreement in all parts and requirements as defined in the Contract Documents, from the effective date of said Notice to Proceed. The period of performance shall be one (1) year from the Notice to Proceed.

3. TOTAL BID PRICE

The CONTRACTOR shall faithfully perform all of the work hereunder for the Contract Price of **Three hundred fifty-four thousand, four hundred dollars (\$354,400.00)**, payable by the CITY to the CONTRACTOR at the time and in the manner provided in the Contract Documents.

**SCHEDULE OF BID PRICES
FOR CURB, GUTTER & SIDEWALK REPAIR INCLUDING TREE REMOVAL &
STUMP GRINDING & INSTALLATION OF CONCRETE CURB RAMPS AT
MISCELLANEOUS LOCATION (2022-2023)
P.W. 507-19**

Item No.	Unit	Description	Unit Price	Extended Amount
1.	1,000 LF	Remove and Replace Concrete Curb and Gutter, complete in place for the unit price per lineal foot.....	\$ 73.50	\$ 73,500.00
2.	5,500 SF	Remove and Replace Concrete Sidewalk, complete in place for the unit price per square foot	\$ 21.00	\$ 115,500.00
3.	1,000 SF	Remove and Replace Concrete Driveway Approach, complete in	\$ 24.50	\$ 24,500.00

Item No.	Unit	Description	Unit Price	Extended Amount
		place for the unit price per square foot		
4.	1,000 SF	Construct Concrete Curb Ramp, complete in place for the unit price per square foot	\$ 43.00	\$ 43,000.00
5.	500 SF	Remove and Replace Concrete Valley Gutter, complete in place for the unit price per square foot	\$ 45.00	\$ 22,500.00
6.	4 EA	Modify Storm Drain Catch Basin Top, complete in place for the unit price per each.....	\$ 2,950.00	\$ 11,800.00
7.	400 SF	Install Stamped Colored Concrete, complete in place for the unit price per square foot	\$ 29.00	\$ 11,600.00
8.	1,300 IN	Tree Removal with Stump Grinding, complete in place for the unit price per inch tree circumference.....	\$ 40.00	\$ 52,000.00
TOTAL BID PRICE				\$ 354,400.00

4. COMPONENT PARTS

This Agreement shall consist of the following documents, each of which is on file in the City of Antioch, Public Works Department, and all of which are incorporated herein by this reference:

- A. Agreement
- B. Notice Inviting Bids
- C. Description of Project
- D. General Conditions (2006 Caltrans Standard Specifications)
- E. Special Provisions
- F. Construction Details
- G. Contract Plans
- H. Addenda No. (N/A)
- I. Performance Bond
- J. Payment bond
- K. Bid Forms

5. SERVICE OF NOTICE

Any notice required or permitted to be given under this Agreement shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage pre-paid, to the appropriate address specified in the CONTRACTOR's bid, and in the case of the CITY, to P. O. Box 5007, Antioch, CA 94531-5007, or at any other address which either party may subsequently designate in writing to the other party.

6. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California. Any action relating to this Agreement shall be instituted and prosecuted in a court of competent jurisdiction in the State of California. Each party hereby appoints the party listed opposite its name to act as its initial agent for service of process relating to any such action:

CITY: City of Antioch
Capital Improvements
200 "H" Street
P. O. Box 5007
Antioch, CA 94531-5007

CONTRACTOR: Marcelo Mauri
Mauri Concrete Construction Company
5835 San Pablo Dam Road
El Sobrante, CA 94803

Each such agent is hereby authorized and directed to accept service of process in any such action on behalf of his principal until such time as his successor shall have been appointed by his principal and notice thereof has been delivered to the other party in the manner provided herein for the giving of notice.

CONTRACTOR:

MAURI CONCRETE CONSTRUCTION COMPANY

Name Under Which Business is Conducted

The undersigned certify that they sign this Agreement with full and proper authorization so to do:

*By: _____

Title: _____

By: _____

Title: _____

** If CONTRACTOR is a corporation, this Agreement must be executed by two officers of the corporation, consisting of: (1) the President, Vice President, or Chair of the Board; and (2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the CITY is provided demonstrating that such individual is authorized to bind the corporation (e.g. – a copy of a certified resolution from the corporation's bylaws).*

CITY OF ANTIOCH, CALIFORNIA
A Municipal Corporation

By: _____
Cornelius H. Johnson, City Manager

By: _____
Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

By: _____
Thomas Lloyd Smith, City Attorney

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Special Meeting of November 15, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: John Samuelson, Public Works Director/City Engineer JS

SUBJECT: Resolution Approving the Final Map and Subdivision Improvement Agreement for Promenade Vineyards at Sand Creek Phase 4 Subdivision 9567 (Tri Pointe Homes Holdings) (PW 697-4)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the final map and improvement plans for Promenade Vineyards at Sand Creek Phase 4 Subdivision 9567 (PW 697-4).

FISCAL IMPACT

There is no projected financial impact. The developer has paid all required fees and is responsible for all costs of construction and maintenance until the City of Antioch accepts the improvements.

DISCUSSION

On February 9, 2016, the City Council adopted Resolution No. 2016/13 approving a Vesting Tentative Map/Final Development Plan for development of a 641-unit single family residential community on approximately 141 acres. The project site is located on the easterly side of the Sand Creek Focus Area, east of the current terminus of Hillcrest Avenue, west of Heidorn Ranch Road and north of Sand Creek (APN 057-030-003 and 057-030-007) (Vicinity Map, Attachment "B").

On November 10, 2020, the City Council adopted Resolution 2020/165 approving a Partial Assignment Agreement for the transfer of all remaining benefits and burdens of Phase 4-6 of the Promenade Vineyards at Sand Creek project to Tri Pointe Homes, Inc.

Tri Pointe Homes, Inc. requested approval of the Promenade Vineyards at Sand Creek final maps for Phase 4. The subject final map for Phase 4, located in the southeast portion of the Promenade Vineyards at Sand Creek project, is to create 99 single-family residential lots. The Promenade Vineyards at Sand Creek project have been annexed into required Community Facilities Districts (CFD) 2018-01 (Public Services) and 2018-02 (Police Protection) on December 11, 2018, and October 23, 2018, respectively.

ATTACHMENTS

- A. Resolution
- B. Final Map
- C. Vicinity Map

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE FINAL MAP AND SUBDIVISION IMPROVEMENT
AGREEMENT FOR PROMENADE VINEYARDS AT SAND CREEK
PHASE 4 9567
(P.W. 697-4)**

WHEREAS, Tri Pointe Homes, Inc. has filed with the City Engineer and requested approval of said final map entitled "Subdivision 9567 – Promenade, Phase 4, Vineyards at Sand Creek."

WHEREAS, on February 9, 2016, the City Council adopted Resolution No. 2016/13, approving a Vesting Tentative Map/Final Development Plan for the Vineyards at Sand Creek Subdivision 9390 project;

WHEREAS, this City Council has specifically found that the final map is in complete compliance with the provisions of the Antioch General Plan;

WHEREAS, this City Council has specifically found that the site of this final map is specifically suitable for the type of development proposed;

WHEREAS, this City Council has specifically found that the design of this subdivision will not likely cause substantial environmental damage and is not likely to substantially and avoidably injure fish or wildlife or their habitats;

WHEREAS, this City Council has specifically found that the design of this subdivision will not likely cause serious public health problems;

WHEREAS, on December 11, 2018, the City Council adopted Resolution No. 2018/154, annexing the Promenade Vineyards at Sand Creek subdivision into Community Facilities District 2018-01 (Public Services);

WHEREAS, on October 23, 2018, the City Council adopted Resolution No. 2018/137, annexing the Promenade Vineyards at Sand Creek subdivision into Community Facilities District 2018-02 (Public Protection);

WHEREAS, this City Council has specifically found that the design of the subdivision will not conflict with easements acquired by the public at large for access through or use of property within this proposed subdivision; and

WHEREAS, the Subdivider has paid all the necessary fees, made all deposits required to date, and submitted the standardized Subdivision Improvement Agreements and the required bonds.

RESOLUTION NO. 2022/**

November 15, 2022

Page 2

NOW, THEREFORE, BE IT RESOLVED that the recitals above are true and correct and the City Council of the City of Antioch hereby authorizes the City Manager or his designee to conduct the following actions related to Promenade Vineyards at Sand Creek Phase 4 9567 (P.W. 697-4):

- 1) Approve the final map entitled "Subdivision 9567 – Promenade, Phase 4, Vineyards at Sand Creek."
- 2) Accept all street and other easements offered for dedication on said final map.
- 3) Execute the standardized Subdivision Improvement Agreement.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a special meeting thereof, held on the 15th day of November 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

A2

SUBDIVISION 9567 PROMENADE, PHASE 4 VINEYARDS AT SAND CREEK

CONSISTING OF 10 SHEETS
BEING A SUBDIVISION OF LOT 8 OF SUBDIVISION 9390, RECORDED IN BOOK
538 OF MAPS, PAGE 15 AND NEW LOT 4, AS SHOWN AND DESCRIBED IN
THAT CERTAIN LOT LINE ADJUSTMENT, RECORDED NOVEMBER 15, 2021 AS
DOCUMENT NUMBER 2021-0315976, CONTRA COSTA COUNTY RECORDS
CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA



CIVIL ENGINEERS

SAN RAMON • (925) 866-0322
ROSEVILLE • (916) 788-4456
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SURVEYORS • PLANNERS
JULY 2022

OWNER'S STATEMENT

THE UNDERSIGNED, BEING THE PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE HEAVY BLACK LINES UPON THIS MAP, DO HEREBY CONSENT TO THE MAKING AND RECORDATION OF THE SAME.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

THAT CERTAIN STRIP OF LAND DESIGNATED AS HEDDORN RANCH ROAD AND SAND CREEK ROAD FOR ROADWAY AND UTILITY PURPOSES.

WE ALSO HEREBY DEDICATE IN FEE TO THE CITY OF ANTIOCH PARCEL D FOR PARK PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT) FOR THE PURPOSE OF CONSTRUCTION, OPERATION AND MAINTENANCE OF APPLICABLE STRUCTURES AND APPURTENANCES THERETO, INCLUDING BUT NOT LIMITED TO SANITARY SEWERS, WATER, ELECTRICAL, GAS AND COMMUNICATION FACILITIES.

THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "EVAE" (EMERGENCY VEHICLE ACCESS EASEMENT) FOR THE PURPOSE OF INGRESS AND EGRESS OF EMERGENCY VEHICLES OVER, UPON AND ACROSS SAID AREAS.

AN IRREVOCABLE OFFER OF DEDICATION AS AN EASEMENT FOR PUBLIC PURPOSES IS HEREBY MADE OVER THE REAL PROPERTY DESCRIBED BELOW.

WE HEREBY DECLARE THAT PARCEL C, WHICH IS COMPRISED OF HAMES VALLEY LANE, KNIGHTS VALLEY LANE, SHEVANDORAH VALLEY LANE, CLEMENT HILLS LANE, AND SPRING MOUNTAIN LANE, IS RESERVED FOR PRIVATE STREET PURPOSES AND SHALL BE CONVEYED TO THE HOMEOWNERS ASSOCIATION. SAID PRIVATE STREETS ARE TO BE MAINTAINED BY SAID HOMEOWNERS ASSOCIATION.

WE ALSO HEREBY DECLARE THAT PARCEL A IS RESERVED FOR PARK PURPOSES AND SHALL BE CONVEYED TO THE HOMEOWNERS ASSOCIATION.

WE ALSO HEREBY DECLARE THAT PARCEL B IS RESERVED FOR LANDSCAPING PURPOSES AND SHALL BE CONVEYED TO THE HOMEOWNERS ASSOCIATION.

WE ALSO HEREBY DECLARE EASEMENTS FOR PRIVATE STORM DRAIN PURPOSES OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "PSDE" (PRIVATE STORM DRAIN EASEMENT) FOR THE RIGHTS TO CONSTRUCT AND MAINTAIN PRIVATE STORM DRAINAGE FACILITIES AND APPURTENANCES. MAINTENANCE OF SAID AREAS SHALL BE THE SOLE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.

THE REAL PROPERTY DESCRIBED HEREIN IS ALSO SUBJECT TO THE CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R'S) THAT GOVERN THIS SUBDIVISION AND ANY AMENDMENTS THERETO APPROVED IN ACCORDANCE WITH THEIR TERMS.

OWNER:
PROMENADE - ANTIOCH LP., A DELAWARE LIMITED PARTNERSHIP
BY: CAL HEARTHSTONE PILO GP, LLC
A DELAWARE LIMITED LIABILITY COMPANY
GENERAL PARTNER

BY: CAL HEARTHSTONE PUBLIC BUILDER LOT OPTION, LLC
A DELAWARE LIMITED LIABILITY COMPANY
SOLE MEMBER

BY: HEARTHSTONE PROFESSIONALS CS, L.P.
A DELAWARE LIMITED PARTNERSHIP
MEMBER MANAGER

BY: _____
NAME: STEVEN C. PORATH DATE _____
TITLE: AUTHORIZED PERSON

OWNER'S ACKNOWLEDGMENT

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 _____ } SS.
COUNTY OF _____ }

ON _____, BEFORE ME, _____, A NOTARY PUBLIC,
PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF
SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN
INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR
AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE
FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL:

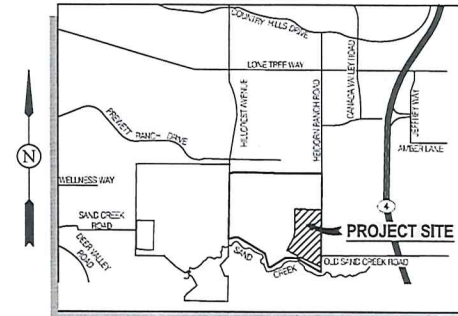
SIGNATURE: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____



VICINITY MAP
NOT TO SCALE

CITY PLANNING COMMISSION'S STATEMENT

I HEREBY STATE THAT THE PLANNING COMMISSION OF THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, HAS APPROVED THE VESTING TENTATIVE MAP OF THIS SUBDIVISION UPON WHICH THIS FINAL MAP IS BASED.

SECRETARY OF THE PLANNING COMMISSION

DATE

RECORDER'S STATEMENT

THIS MAP, ENTITLED "SUBDIVISION 9567, PROMENADE PHASE 4, VINEYARDS AT SAND CREEK", IS HEREBY ACCEPTED FOR RECORDATION, SHOWING A CLEAR TITLE AS PER LETTER OF TITLE WRITTEN BY FIRST AMERICAN TITLE COMPANY, DATED _____, AND AFTER EXAMINING THE SAME, I DEEM THAT SAID MAP COMPLIES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS.

RECORDED AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY AT _____, ON THE _____ DAY OF _____, 2022, IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

DEBORAH COOPER
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER

SUBDIVISION 9567 PROMENADE, PHASE 4 VINEYARDS AT SAND CREEK

CONSISTING OF 10 SHEETS
BEING A SUBDIVISION OF LOT 8 OF SUBDIVISION 9390, RECORDED IN BOOK
538 OF MAPS, PAGE 15 AND NEW LOT 4, AS SHOWN AND DESCRIBED IN
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DOCUMENT NUMBER 2021-0315976, CONTRA COSTA COUNTY RECORDS
CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA



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JULY 2022

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SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY
IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE
AT THE REQUEST OF TROPIC HILLS, LLC IN OCTOBER 2021. I HEREBY STATE THAT THIS
SUBDIVISION MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED
YESTING TENTATIVE MAP, IF ANY; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT ALL
MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL
BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2025; AND THAT THE MONUMENTS ARE,
OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE



MARK H. WEHBER, P.L.S.
L.S. NO. 7960

SOILS REPORT

A SOILS REPORT WAS PREPARED BY ENCO, INC., DATED DECEMBER 26, 2017, PROJECT NO.
4894.001.00, AND HAS BEEN FILED AT THE OFFICE OF THE CITY ENGINEER.

CITY ENGINEER'S STATEMENT

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT OF "SUBDIVISION 9567, PROMENADE PHASE 4,
VINEYARDS AT SAND CREEK" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE
TENTATIVE MAP APPROVED BY THE PLANNING COMMISSION OF THE CITY OF ANTIOCH, AND ANY APPROVED
ALTERATIONS THEREOF AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE
CITY ORDINANCES, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED
WITH.

JOHN D. SAMUELSON
CITY ENGINEER
R.C.E. 67734

DATE

CITY CONSULTANT'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF "SUBDIVISION 9567, PROMENADE PHASE 4,
VINEYARDS AT SAND CREEK" AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT IN
ACCORDANCE WITH SECTION 66450 OF THE SUBDIVISION MAP ACT.

JON G. CRAWFORD
RCE 32935, EXP. 6-30-24
ON BEHALF OF THE CITY ENGINEER



DATE

TITLE NOTE

THE FOLLOWING ITEMS APPEARED ON THE TITLE REPORT PREPARED BY FIRST AMERICAN TITLE COMPANY,
ORDER NUMBER 0192-6708995 AND ARE NOT SHOWN HEREON:

- RIGHTS OF INGRESS AND EGRESS AT ALL TIMES FOR PURPOSES OF MINING, DRILLING, EXPLORING,
OPERATING AND DEVELOPING SAID LANDS FOR OIL, GAS AND OTHER MINERALS, AND STORING, HANDLING,
TRANSPORTING AND MARKETING THE SAME THEREFROM GRANTED TO VARIOUS INDIVIDUALS. RECORDED
DECEMBER 24, 1964 IN BOOK 4770 AT PAGES 803, 806, 809, 812, 827, 830, AND 833 OFFICIAL
RECORDS OF CONTRA COSTA COUNTY.
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT"
RECORDED DECEMBER 13, 2016, AS INSTRUMENT NO. 2016-0270024 OF OFFICIAL RECORDS AND THE
TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "PARTIAL ASSIGNMENT AND
ASSUMPTION OF DEVELOPMENT AGREEMENT" RECORDED JULY 23, 2018, AS INSTRUMENT NO.
2018-0116531 OF OFFICIAL RECORDS.
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "SUBDIVISION IMPROVEMENT
AGREEMENT" RECORDED OCTOBER 25, 2018, AS INSTRUMENT NO. 2018-0168914 OF OFFICIAL RECORDS.
- THE TERMS AND CONDITIONS CONTAINED IN THE DOCUMENT ENTITLED "MASTER DECLARATION FOR
BINDING DISPUTE RESOLUTION & TITLE 7 FOR CIELO - BWCH CALIFORNIA, LLC" RECORDED AUGUST 1,
2019, AS INSTRUMENT NO. 2019-0120842 OF OFFICIAL RECORDS.
- THE TERMS AND CONDITIONS CONTAINED IN THE DOCUMENT ENTITLED "DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CIELO" RECORDED APRIL 14, 2020, AS INSTRUMENT NO.
2020-070200 OF OFFICIAL RECORDS.
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "CIELO ROAD EASEMENT AND
MAINTENANCE AGREEMENT" RECORDED APRIL 14, 2020, AS INSTRUMENT NO. 2020-070841 OF OFFICIAL
RECORDS.
- THE EFFECT OF A DOCUMENT ENTITLED "PARTIAL ASSIGNMENT AND ASSUMPTION OF DECLARANT'S
RIGHTS UNDER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CIELO", RECORDED
MARCH 19, 2021 AS INSTRUMENT NO. 2021-0084485 OF OFFICIAL RECORDS.

CITY CLERK'S STATEMENT

I, THE UNDERSIGNED, ELIZABETH HOUSEHOLDER, CITY CLERK OF THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA,
STATE OF CALIFORNIA, DO HEREBY STATE THAT THIS MAP, CONSISTING OF 10 SHEETS AND ENTITLED "SUBDIVISION 9567,
PROMENADE PHASE 4, VINEYARDS AT SAND CREEK", WAS PRESENTED TO THE CITY COUNCIL OF THE CITY OF ANTIOCH,

CALIFORNIA, AS PROVIDED BY LAW, AT A REGULAR MEETING HELD ON THE _____ DAY OF _____, 2022,
AND THAT SAID COUNCIL APPROVED SAID MAP AND ACCEPTED ON BEHALF OF THE PUBLIC ALL LANDS DESIGNATED ON
SAID MAP AS: HEIDORN RANCH ROAD, SAND CREEK ROAD, PUBLIC UTILITY EASEMENT "PUE", AND EMERGENCY VEHICLE
ACCESS EASEMENT "EVAE". FURTHERMORE, SAID COUNCIL REJECTED ON BEHALF OF THE PUBLIC THE IRREVOCABLE
OFFER OF DEDICATION.

I FURTHER STATE THAT ALL AGREEMENTS AND SURETY AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP HAVE
BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF ANTIOCH AND ARE FILED IN MY OFFICE.

PURSUANT TO SECTION 66434(G) OF THE SUBDIVISION MAP ACT, THE FOLLOWING EASEMENTS WITHIN THE BOUNDARIES
OF THIS MAP, WILL BE ABANDONED WITH THE FILING OF THIS MAP AND ARE NOT SHOWN HEREON:

- PUBLIC UTILITY EASEMENT (PUE) AS SHOWN ON THE MAP OF SUBDIVISION 9483 (539 M 37).
- EMERGENCY VEHICLE ACCESS EASEMENT (EVAE) AS SHOWN ON THE MAP OF SUBDIVISION 9483 (539 M 37).

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2022.

ELIZABETH HOUSEHOLDER
CITY CLERK, CITY OF ANTIOCH, CALIFORNIA

DATE

CLERK OF THE BOARD OF SUPERVISORS' STATEMENT

I STATE AS CHECKED BELOW, THAT

- [] A TAX BOND ASSURING PAYMENT OF ALL TAXES WHICH ARE NOW A LIEN, BUT NOT YET PAYABLE, HAS BEEN
RECEIVED AND FILED WITH THE BOARD OF SUPERVISORS, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.
- [] ALL TAXES DUE HAVE BEEN PAID, AS CERTIFIED BY THE COUNTY REDEMPTION OFFICER.

BY: MONICA NINO
CLERK OF THE BOARD OF SUPERVISORS AND COUNTY
ADMINISTRATOR, COUNTY OF CONTRA COSTA, CALIFORNIA

BY: _____
DEPUTY CLERK

SUBDIVISION 9567 PROMENADE, PHASE 4 VINEYARDS AT SAND CREEK

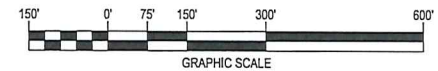
CONSISTING OF 10 SHEETS
BEING A SUBDIVISION OF LOT 8 OF SUBDIVISION 9390, RECORDED IN BOOK 538 OF MAPS, PAGE 15 AND NEW LOT 4, AS SHOWN AND DESCRIBED IN THAT CERTAIN LOT LINE ADJUSTMENT, RECORDED NOVEMBER 15, 2021 AS DOCUMENT NUMBER 2021-0315976, CONTRA COSTA COUNTY RECORDS CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA



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SCALE: 1" = 150' JULY 2022



BASIS OF BEARINGS:

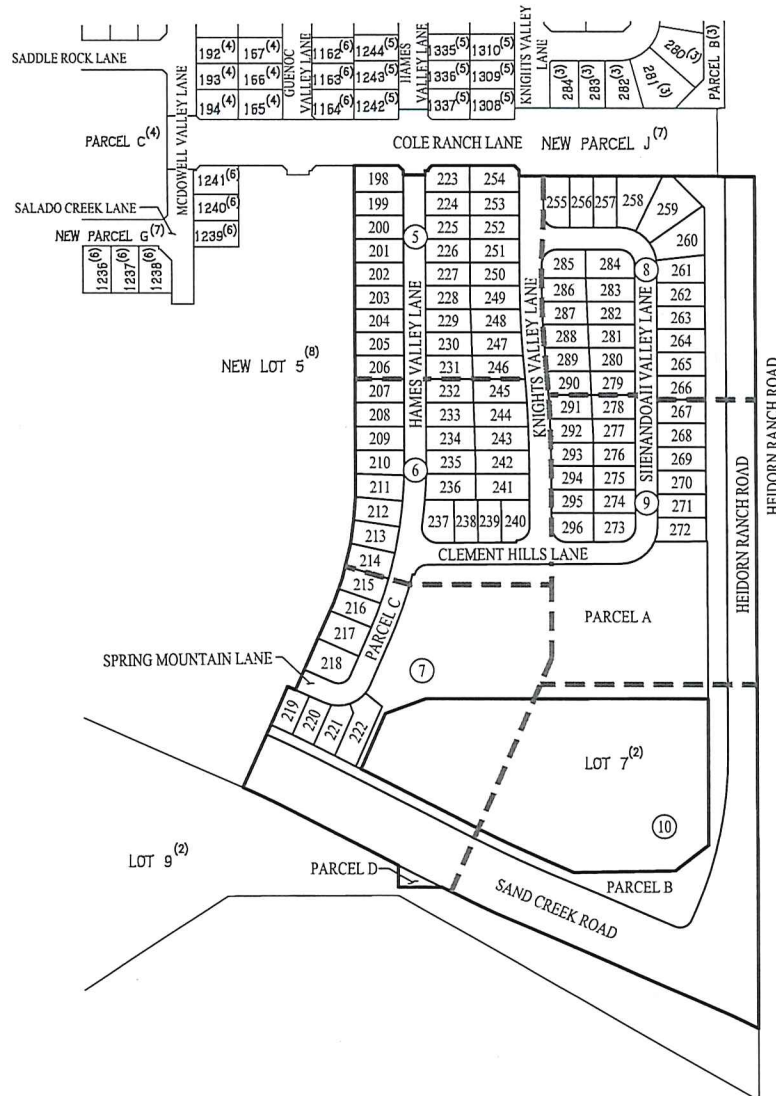
THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS NO. 2119 AND NO. 2120 AS SHOWN ON RECORD SURVEY NO. 2496 (118 LSM 40), THE BEARING BEING NORTH 00°38'07" EAST (CALCULATED). DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET.

LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	MONUMENT LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
⊙	FOUND STANDARD STREET MONUMENT
⊙	SET STANDARD STREET MONUMENT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PSOE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
	SHEET LIMIT
(7)	SHEET NUMBER

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
(1) RECORD OF SURVEY (118 LSM 40)
(2) SUBDIVISION 9390 (538 M 15)
(3) SUBDIVISION 9484 (539 M 49)
(4) SUBDIVISION 9483 (539 M 37)
(5) SUBDIVISION 9560 (546 M 26)
(6) SUBDIVISION 9561 (546 M 35)
(7) LLA 2021-0315976
(8) LLA 2021-0317280



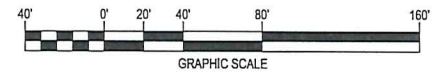
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CIVIL ENGINEERS • SURVEYORS • PLANNERS
SCALE: 1" = 40'
JULY 2022



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS
NO. 2119 AND NO. 2120 AS SHOWN ON RECORD SURVEY NO. 2496 (118 LSM 40),
THE BEARING BEING NORTH 00°38'07" EAST (CALCULATED). DISTANCES SHOWN
HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET.

LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	MONUMENT LINE
	TOTAL
	RADIAL
	MONUMENT TO MONUMENT
	MONUMENT TO PROPERTY LINE
	FOUND STANDARD STREET MONUMENT
	SET STANDARD STREET MONUMENT
	EMERGENCY VEHICLE ACCESS EASEMENT
	PRIVATE STORM DRAIN EASEMENT
	PUBLIC UTILITY EASEMENT

REFERENCES:

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(4) SUBDIVISION 9483 (539 M 37)
(5) SUBDIVISION 9560 (546 M 26)
(6) SUBDIVISION 9561 (546 M 35)
(7) LLA 2021-0315976
(8) LLA 2021-0317280

LINE TABLE		
NO	BEARING	LENGTH
L1	N43°57'43"W	13.10'
L2	N00°58'08"E	8.73'
L3	N00°58'08"E	8.00'
L4	N89°01'52"W	6.00'
L5	N00°58'08"E	2.75'
L6	N45°58'08"E	10.25'
L7	N44°06'01"W	13.07'
L8	N00°58'08"E	10.77'
L9	N00°58'08"E	20.00'
L10	N00°58'08"E	13.00'
L11	N89°01'52"W	13.00'
L12	N85°41'04"E	13.00'

CURVE TABLE		
NO	RADIUS	DELTA
C1	25.00'	90°00'00"
C2	28.00'	90°00'00"
C3	2023.00'	0°35'41"
C4	2023.00'	0°51'41"
C5	1977.00'	0°25'39"
C6	1977.00'	5°17'03"
C7	2019.00'	5°17'03"
C8	2006.00'	5°17'03"

SEE SHEET 8

SEE SHEET 6

NEW LOT 5 (8)

SUBDIVISION 9567 PROMENADE, PHASE 4 VINEYARDS AT SAND CREEK

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CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA



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SCALE: 1" = 40'



BASIS OF BEARINGS:

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THE BEARING BEING NORTH 00°38'07" EAST (CALCULATED). DISTANCES SHOWN
HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET.

LEGEND

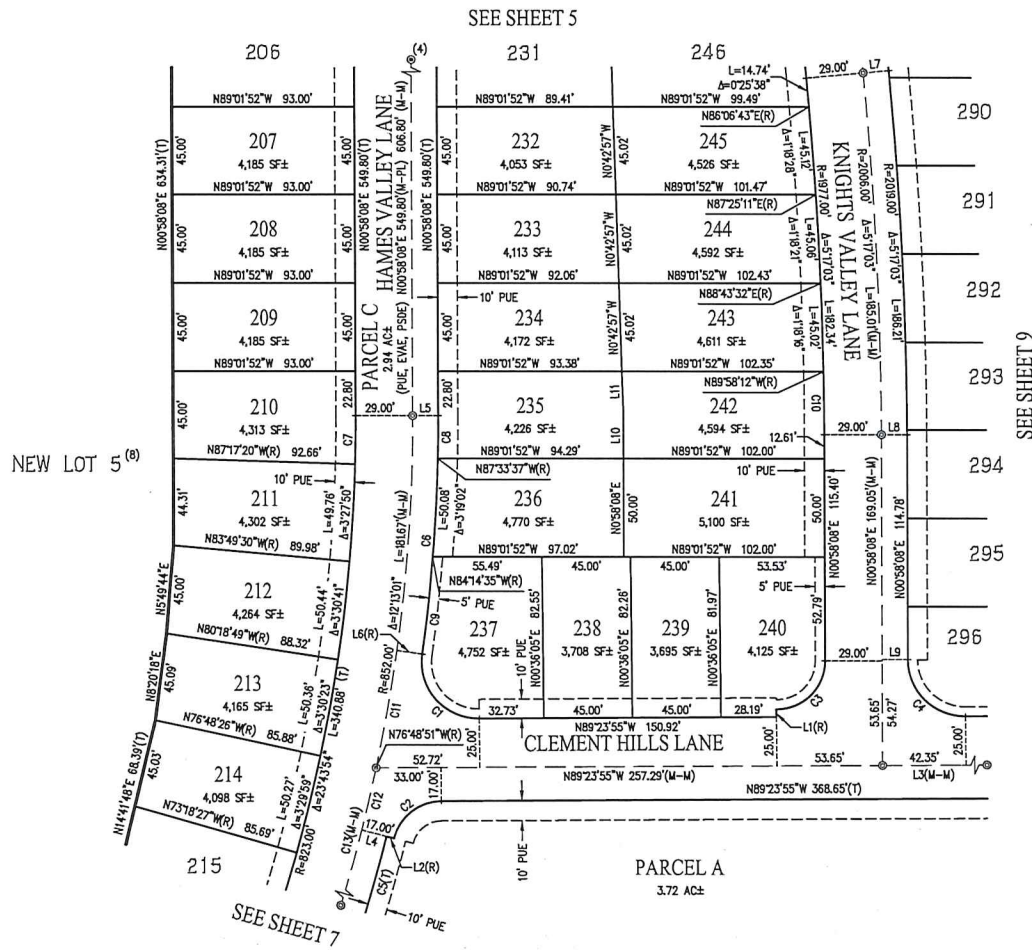
—	SUBDIVISION BOUNDARY LINE
—	RIGHT OF WAY LINE
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—	EASEMENT LINE
—	MONUMENT LINE
(T)	TOTAL
(R)	RADIAL
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⊙	FOUND STANDARD STREET MONUMENT
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(5) SUBDIVISION 9560 (546 M 26)
(6) SUBDIVISION 9561 (546 M 35)
(7) LLA 2021-0315976
(8) LLA 2021-0317280

NO	BEARING	LENGTH
L1	N00°36'05"E	4.00' (R)
L2	N74°38'50"W	4.00' (R)
L3	N89°23'55"W	144.35' (M-M)
L4	N74°38'50"W	13.00'
L5	N89°01'52"W	13.00'
L6	N80°55'54"W	13.00' (R)
L7	N85°41'04"E	13.00'
L8	N89°01'52"W	13.00'
L9	N89°01'52"W	13.00'
L10	N00°58'08"E	24.00'
L11	N00°42'57"W	21.01'

NO	RADIUS	DELTA	LENGTH
C1	29.00'	98°28'01"	49.84'
C2	25.00'	75°14'55"	32.83'
C3	25.00'	89°37'57"	39.11'
C4	29.00'	90°22'03"	45.74'
C5	865.00'	9°20'52"	141.13' (T)
C6	865.00'	8°05'58"	122.28'
C7	823.00'	1°44'32"	25.02'
C8	865.00'	1°28'15"	22.21'
C9	865.00'	3°18'41"	49.99'
C10	1977.00'	0°56'20"	32.40'
C11	852.00'	4°07'03"	61.23'
C12	852.00'	2°10'01"	32.22'
C13	852.00'	11°30'53"	171.23' (M-M)



SEE SHEET 6

SUBDIVISION 9567 PROMENADE, PHASE 4 VINEYARDS AT SAND CREEK

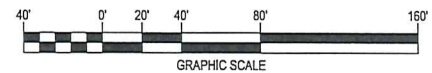
CONSISTING OF 10 SHEETS
BEING A SUBDIVISION OF LOT 8 OF SUBDIVISION 9390, RECORDED IN BOOK 538 OF MAPS, PAGE 15 AND NEW LOT 4, AS SHOWN AND DESCRIBED IN THAT CERTAIN LOT LINE ADJUSTMENT, RECORDED NOVEMBER 15, 2021 AS DOCUMENT NUMBER 2021-0315976, CONTRA COSTA COUNTY RECORDS CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA



SAN RAMON • (925) 866-0322
ROSEVILLE • (916) 788-4456
WWW.CBANDG.COM

CIVIL ENGINEERS • SURVEYORS • PLANNERS

SCALE: 1" = 40' JULY 2022



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS NO. 2119 AND NO. 2120 AS SHOWN ON RECORD SURVEY NO. 2496 (118 LSM 40), THE BEARING BEING NORTH 00°38'07" EAST (CALCULATED). DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET.

LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	MONUMENT LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
⊙	FOUND STANDARD STREET MONUMENT
⊙	SET STANDARD STREET MONUMENT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT

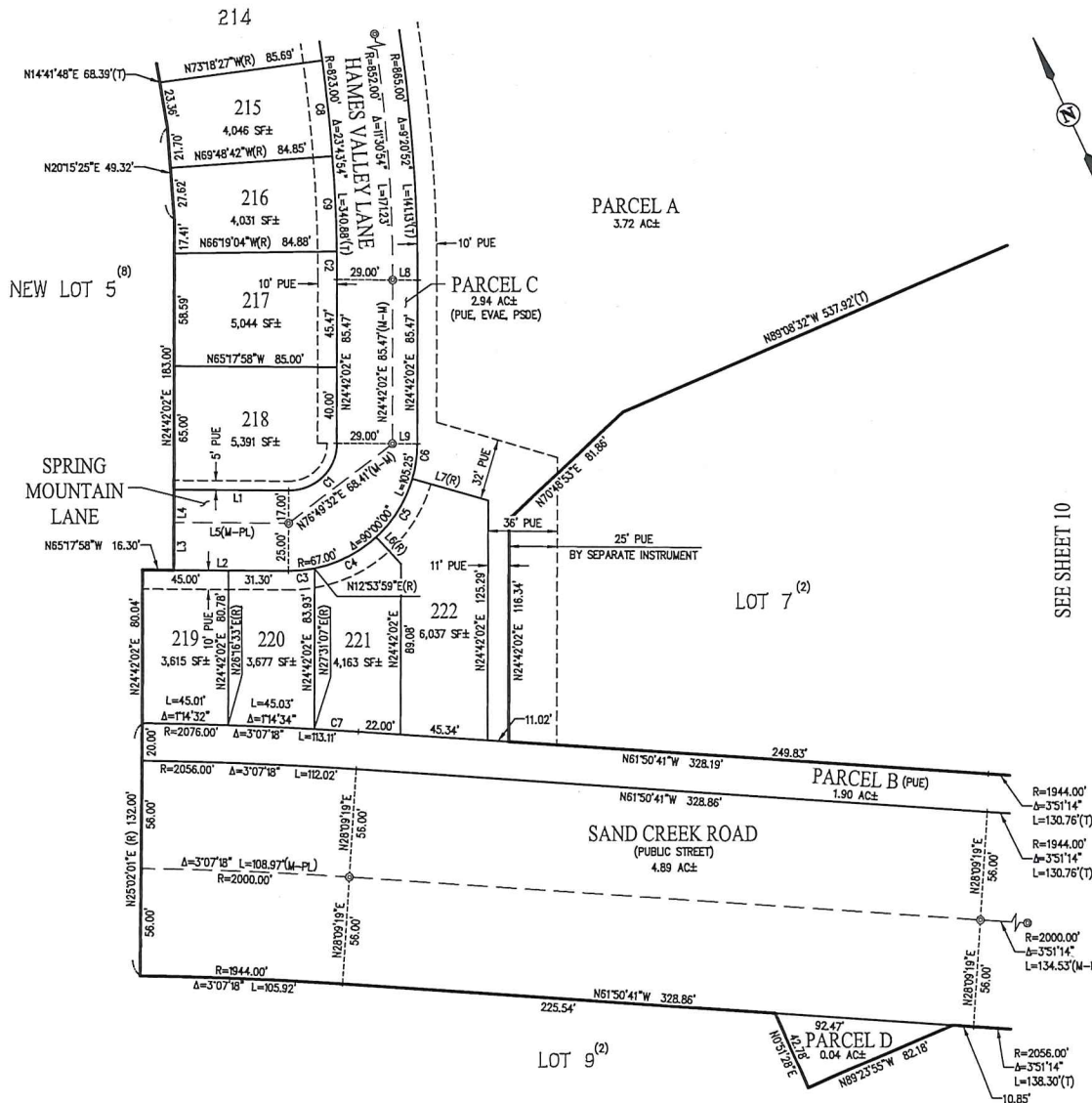
REFERENCES:

- (#) INDICATES REFERENCE NUMBER
(1) RECORD OF SURVEY (118 LSM 40)
(2) SUBDIVISION 9390 (538 M 15)
(3) SUBDIVISION 9484 (539 M 48)
(4) SUBDIVISION 9483 (539 M 37)
(5) SUBDIVISION 9560 (546 M 26)
(6) SUBDIVISION 9561 (546 M 35)
(7) LLA 2021-0315976
(8) LLA 2021-0317280

NO	BEARING	LENGTH
L1	N65°17'58"W	60.00'
L2	N65°17'58"W	60.00'
L3	N24°42'02"E	25.00'
L4	N24°42'02"E	17.00'
L5	N65°17'58"W	60.00' (M-PL)
L6	N18°16'08"W	19.12' (R)
L7	N49°26'15"W	41.06' (R)
L8	N65°17'58"W	13.00'
L9	N65°17'58"W	13.00'

NO	RADIUS	DELTA	LENGTH
C1	25.00'	90°00'00"	39.27'
C2	823.00'	1°01'06"	14.63'
C3	67.00'	11°48'03"	13.80'
C4	67.00'	31°10'07"	36.45'
C5	67.00'	31°10'07"	36.45'
C6	67.00'	15°51'43"	18.55'
C7	2076.00'	0°38'12"	23.07'
C8	823.00'	3°29'45"	50.21'
C9	823.00'	3°29'38"	50.19'

SEE SHEET 10



SUBDIVISION 9567 PROMENADE, PHASE 4 VINEYARDS AT SAND CREEK

CONSISTING OF 10 SHEETS
BEING A SUBDIVISION OF LOT 8 OF SUBDIVISION 9390, RECORDED IN BOOK
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CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA

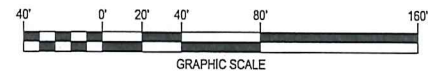


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CIVIL ENGINEERS • SURVEYORS • PLANNERS

SCALE: 1" = 40'

JULY 2022



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS
NO. 2119 AND NO. 2120 AS SHOWN ON RECORD SURVEY NO. 2496 (118 LSM 40),
THE BEARING BEING NORTH 00°38'07" EAST (CALCULATED). DISTANCES SHOWN
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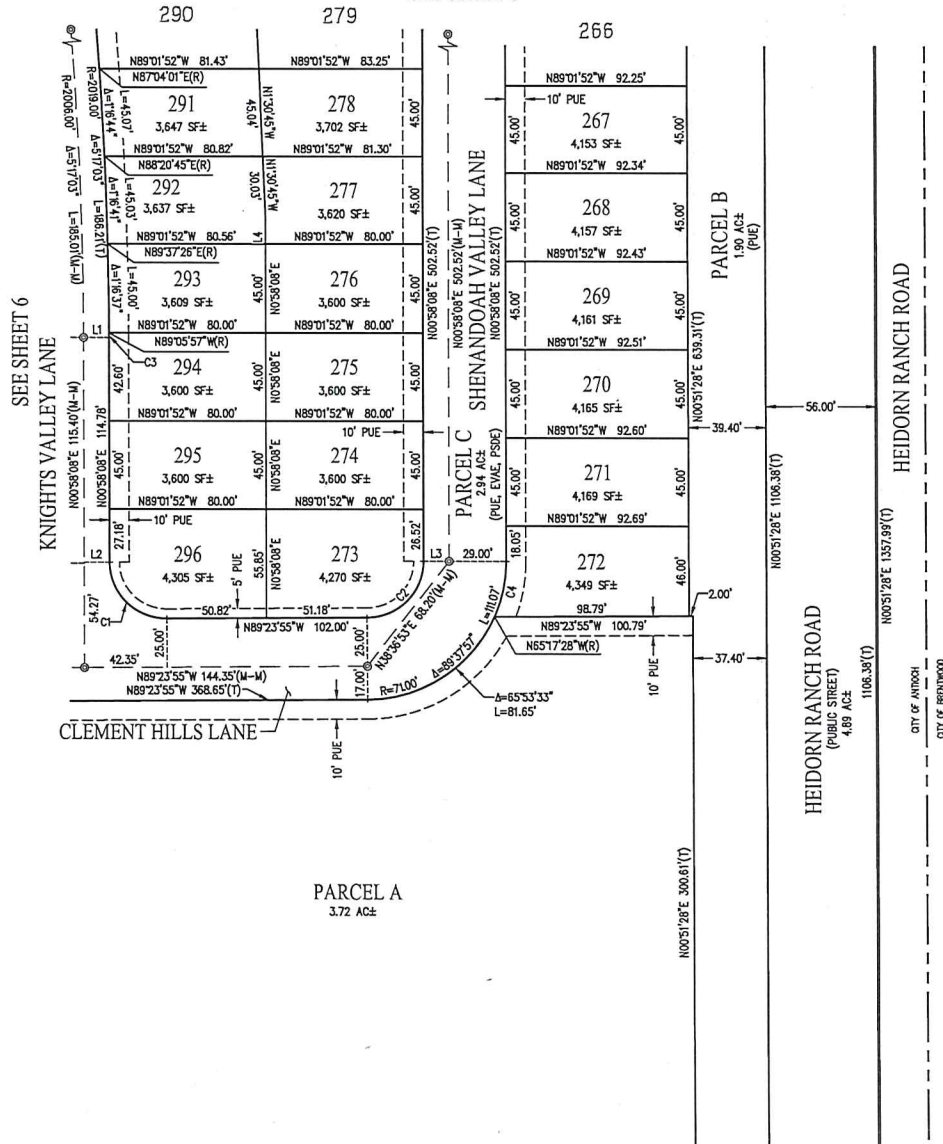
LEGEND

—	SUBDIVISION BOUNDARY LINE
—	RIGHT OF WAY LINE
—	LOT LINE
---	EASEMENT LINE
---	MONUMENT LINE
(T)	TOTAL
(R)	RADIAL
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PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT

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(7) LLA 2021-0315976
(8) LLA 2021-0317280

SEE SHEET 8



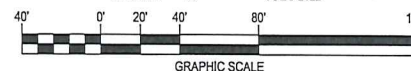
SEE SHEET 10

CONSISTING OF 10 SHEETS
BEING A SUBDIVISION OF LOT 8 OF SUBDIVISION 9390, RECORDED IN BOOK
538 OF MAPS, PAGE 15 AND NEW LOT 4, AS SHOWN AND DESCRIBED IN
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DOCUMENT NUMBER 2021-0315976, CONTRA COSTA COUNTY RECORDS
CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA

SAN RAMON ■ (925) 866-0322
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WWW.CBANDG.COM

CIVIL ENGINEERS • SURVEYORS • PLANNERS
SCALE: 1" = 40' JULY 2022

SCALE: 1" = 40' JULY 2022



THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS NO. 2119 AND NO. 2120 AS SHOWN ON RECORD SURVEY NO. 2496 (118 LSM 40), THE BEARING BEING NORTH 00°38'07" EAST (CALCULATED). DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET.

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(7) LLA 2021-0315976
(8) LLA 2021-0317280

PRELIMINARY

SEE SHEET 7

SEE SHEET 9

PARCEL A
3.72 AC±

LOT 7⁽²⁾

STONEBARGER

SAND CREEK ROAD

FOUND BRASS DISK IN MONUMENT WELL
AT EAST 1/4 CORNER SECTION 9
T1N, R2E, MDW
NO. 2120 (1)

WCHB DEVELOPMENT LLC

PARCEL B (PUE)
1.90 AC±

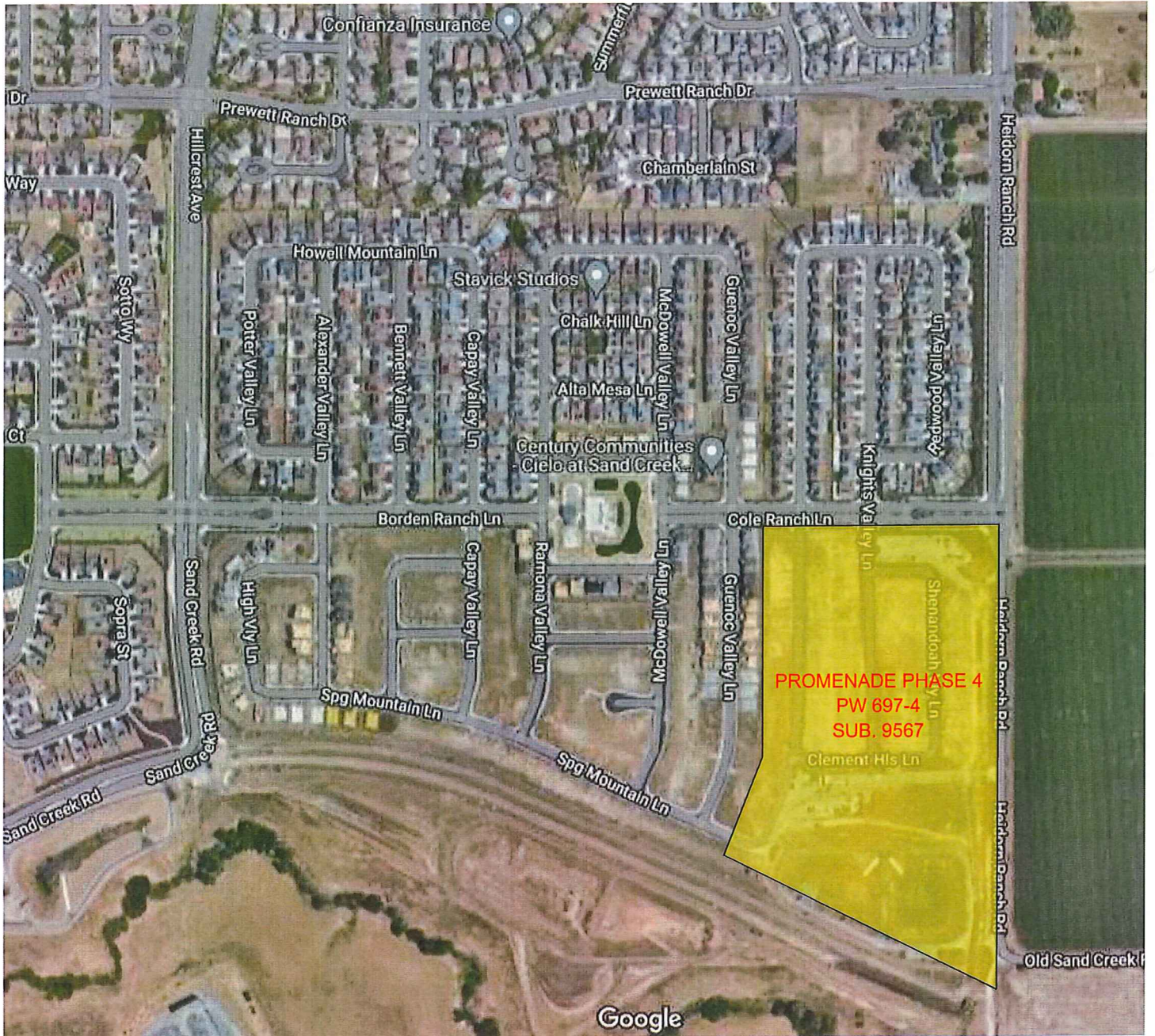
SAND CREEK ROAD
(PUBLIC STREET)
4.89 AC±

LOT 9⁽²⁾ N65°41'55"W 427.76'

JOB NO. 0974-055

SHEET 10 OF 10

ATTACHMENT "C"



VICINITY MAP
NOT TO SCALE

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Special Meeting of November 15, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: John Samuelson, Public Works Director/City Engineer JS

SUBJECT: Second Amendment to the Consulting Services Agreement with Indigo Hammond+Playle Architects, LLP for Design Engineering Services Related to the Community Resources and Public Safety Department; P.W. 700-1

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving the second amendment to the Consulting Services Agreement with Indigo Hammond+Playle Architects, LLP for design engineering services related to the Community Resources and Public Safety Department in the amount of \$29,500 for a total contract amount of \$179,500 in substantially the form attached as Exhibit "1" to the Resolution; and
2. Authorizing and directing the City Manager to execute the second amendment to the Consulting Services Agreement in a form approved by the City Attorney.

FISCAL IMPACT

On April 12, 2022, the City Council approved an allocation of \$4.3M in American Rescue Plan Act ("ARPA") Funds to rehabilitate the 10th Street location as the future site of the Community Resources and Public Safety Department. The existing Capital Improvement Budget includes funding for this proposed amendment.

DISCUSSION

On November 23, 2021, the City entered into a Consulting Services Agreement with Indigo Hammond+Playle Architects, LLP ("Indigo") for on-call professional engineering design services in the amount of \$50,000.

On January 11, 2022, the City Council approved an amendment to increase the contract with Indigo in the amount of \$100,000 for a total contract amount of \$150,000 for additional design engineering services.

Staff recommends approving the second amendment with Indigo to prepare alternatives for a new building for the Community Resources and Public Safety Department instead of remodeling the existing Community Resource Center building. The request to provide alternatives for a new building came as a result of inspections to the existing building,

which determined that extensive repairs and modifications to the existing building will be required to meet current building code requirements.

ATTACHMENTS

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE SECOND AMENDMENT TO THE AGREEMENT WITH INDIGO
HAMMOND+PLAYLE ARCHITECTS, LLP FOR DESIGN ENGINEERING SERVICES
AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND
AMENDMENT TO THE AGREEMENT
P.W. 700-1**

WHEREAS, on November 23, 2021, Indigo Hammond+Playle Architects, LLP ("Indigo") entered into a Consulting Services Agreement ("Agreement") for on-call professional engineering design services in the amount of \$50,000;

WHEREAS, on January 11, 2022, the City Council approved an amendment to increase the contract with Indigo in the amount of \$100,000 for a total contract amount of \$150,000 for additional design engineering services; and

WHEREAS, on November 15, 2022 the City Council considered approving the second amendment to the Agreement with Indigo for design engineering services related to the Community Resources and Public Safety Department in the amount of \$29,500 for a total contract amount of \$179,500.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby:

1. Approves the second amendment to the Agreement with Indigo Hammond+Playle Architects, LLP for design engineering services related to the Community Resources and Public Safety Department in the amount of \$29,500 for a total contract amount of \$179,500 in substantially the form attached as Exhibit "1"; and
2. Authorizes and directs the City Manager to execute the second amendment to the Consulting Services Agreement with Indigo Hammond+Playle Architects, LLP in a form approved by the City Attorney.

* * * * *

AI

RESOLUTION NO. 2022/**

November 15, 2022

Page 2

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a special meeting thereof, held on the 15th day of November 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

A2

EXHIBIT "1"

AMENDMENT NO. 2 TO AGREEMENT FOR ON-CALL PROFESSIONAL ENGINEERING DESIGN SERVICES P.W. 700-1

THIS SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES is entered into this 15th day of November 2022, by and between the CITY OF ANTIOCH, a municipal corporation ("**City**") and INDIGO HAMMOND+PLAYLE ARCHITECTS, LLP, their address is 909 Fifth Street, Davis, CA 95616 ("**Consultant**").

RECITALS

WHEREAS, on November 23, 2021, City and Indigo Hammond+Playle Architects, LLP, entered into an Agreement for On-Call Professional Engineering Design Services ("**Agreement**") in the amount of \$50,000;

WHEREAS, on January 11, 2022, City increased the compensation for Indigo Hammond+Playle Architects, LLP in the amount of \$100,000 bringing the total compensation to an amount not to exceed \$150,000; and

WHEREAS, on November 15, 2022, the City Council considered approving the second amendment to the Agreement with Indigo Hammond+Playle Architects, LLP for On-Call Professional Engineering Design Services in the amount of \$29,500 for a total contract amount of \$179,500 and authorized the City Manager to execute the second amendment.

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

1. Section 1 "SERVICES" the first paragraph shall be amended to read as follows:

"Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, materials, equipment, transportation, supervision, and expertise to provide to City the services described in the Scope of Work attached as Exhibit A to the Agreement, Exhibit A to Amendment No. 1 and Exhibit A to Amendment No.2 of the Agreement at the time and place and in the manner specified therein ("**Services**"). In the event of a conflict in or inconsistency between the terms of this Agreement and the Exhibits, the Agreement shall prevail."

2. Section 2 "COMPENSATION" the first sentence shall be amended to read as follows:

"CITY hereby agrees to pay Consultant a sum not to exceed **One Hundred Seventy-Nine Thousand Five Hundred Dollars (\$179,500)**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

All other terms and conditions of the Agreement shall remain in full force and effect.

A3

CITY OF ANTIOCH:

INDIGO HAMMOND + PLAYLE ARCHITECTS

By:

By:

Cornelius H. Johnson, City Manager

Bruce Playle, Partner

ATTEST:

Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

Thomas Lloyd Smith, City Attorney

EXHIBIT "A"



HAMMOND+PLAYLE
ARCHITECTS, LLP

November 2, 2022

John Samuelson, Director
Public Works Department
200 H Street
Antioch, CA 94509-1005

Re: Amendment, Design Services for New Building, 301 W. 10th Street Remodel for Community Resources and Public Safety Department, City of Antioch, CA

Dear John,

Thank you for the opportunity to provide this scope and fee proposal for design services for a feasibility study and assessment of remodeling 301 W. 10th St. for use as the City of Antioch Community Resources and Public Safety Department. This work is performed under the Master Agreement dated November 23, 2021 as amended.

Background

A prior study assessed the existing City-owned property at 301 W. 10th St. and defined remodel and addition work that would be necessary for use as the City of Antioch Community Services Department. Now, the City desires to compare with the opportunities and cost of building new at this site, subject of this scope of work. The information generated by the prior study will be used as a basis for the current work, and the new scope will not overlap with any of the prior work. The program developed in the prior study envisions the need for approximately 10,000 sf of space housing Environmental Services, Code Enforcement, Youth Services, Animal Health Services, Mental Health Response Team, Violence Prevention and Intervention as well as office space for the departmental Director and various support staff and spaces. As before, no police services are included, and fire plan review and enforcement services are available in the existing fire station next door.

Scope of Work

Part 1 – New Building Concept Comparison

Using material prepared in the prior study as a basis, prepare up to two (2) alternative site and floor plan layouts demonstrating how a new building could be constructed meeting the needs of the Community Resources and Public Safety Department, and as compared to the remodel and addition envisioned in the prior study. One of many goals that all plans will deliver on is one-stop-shop customer convenience to the Antioch community. These new build options will provide for this department's needs, and depending on configuration may provide additional space for City use, for example in consideration of a 2-story option.

Conduct up to two (2) videoconference meetings with City staff including Department Director to review and comment on these alternative plans, resulting in a decision which will become the Preferred Plan for a New Building. Once this determination is made, a complete comparison with the Preferred Plan (for a Remodel Building) developed in the prior study will be prepared. Included will be a site and floor plan for each, a 3-D computer model of each, an interior and exterior rendering of each, and the cost and schedule comparison of each.

A third videoconference meeting with City staff will next be conducted with the purpose of recommending which alternative to recommend to City Council for their approval. A comparative analysis summary of advantages and disadvantages will be prepared. The cost estimates will be prepared in Construction Specifications Institute CSI Unifomat functional group format for site and building. Based on input received from City, and using the abovementioned study elements, update the prior Feasibility Report to include assessment of the new building option. Deliverables:

- Conceptual site and floor plan layouts for each of two (2) new building options.
- Conceptual 3-D BIM models for each of two (2) new building options.
- Conceptual 3-D BIM model for the remodel and addition contained in the prior study.
- One (1) interior and one (1) exterior preliminary conceptual rendering of each of two (2) new building options.
- One (1) interior and one (1) exterior preliminary conceptual rendering of each of the remodel and addition contained in the prior study.
- Functional group cost estimate in CSI Unifomat for each of two (2) new building options.
- Preliminary project schedule for each of two (2) new building options.
- Comparative analysis based on advantages and disadvantages to be derived from above.
- Supporting documentation of staff decision which to recommend to City Council for approval.
- Updated Feasibility Report derived from above, used to present to City Council.

In this context, detailed assessment describes the level of detail consistent with the preliminary use of this study in assisting City decision-making on how to proceed. Further site studies such as survey, geotechnical, hazmat assessment, and building scanning for as-builts are not included, nor are additional meetings or the work of any subconsultants or engineers. Site investigations and other design work may be required should the City decide to complete the design and construction of this project. These are available on the basis of additional services, inquire for pricing.

Part 2 – Final Design, Bidding, and Construction Support

Part 2 of the scope of work includes the final design, bidding support, and construction administration services necessary to complete the project ready for move-in by City. Since the determination as to new vs. reuse is yet to be made, the level of effort and fee included below is considered to be an allowance based on a construction scope which could be \$10 million for a new building. A result of the concept work described above is a detailed proposal for City review and approval based on the design and construction scope so defined. Part 2 work will not be performed until City provides written approval of this detailed proposal-to-come. Subsequent scope phases for which allowance pricing is included are:

- Final Design
- Bidding
- Construction Support

Fee Proposal

The total fee for the scope of work covered by this amendment is \$919,500. It is the combination of the initial authorization of \$29,500 for Part 1, and an allowance for future authorization of \$890,000 for Part 2, and as indicated below.

Part 1 – New Building Concept Comparison (initial authorization)

Architectural	<u>\$29,500.</u>
Total Part 1 fixed-fee	\$29,500.

Part 2 – Final Design, Bidding, and Construction Support (TBD, future authorization)

Design Services

Architectural incl. coordination	\$424,000.
Civil engineering	\$96,000.
Structural engineering	\$120,000.
Mechanical engineering	\$80,000.
Electrical engineering	\$100,000.
Subtotal - design	\$820,000.

Site Studies

Hazmat abatement and monitoring	\$20,000.
Topographic and utility survey	\$20,000.
Geotechnical engineering	\$30,000.
Subtotal - site studies	\$70,000.

Total Part 2 allowance \$890,000.

A tops-down check on this total demonstrates reasonableness based on the construction value of the envisioned improvements. An expected design fee for full design services for a civic project would be 8% to 10% on \$10 million of construction value, exclusive site studies which are separate. This expected fee of \$800,000 to \$1,000,000 compares favorably with the design subtotal allowance of \$820,000 above.

Invoicing and other terms

Compensation for the above work will be billed monthly in accordance with the terms of the on-call master services agreement. Changes in service will be on a time-and-materials, fixed-fee, or percentage basis as may be mutually agreed to in writing. Refer to the on-call master services agreement for additional terms and conditions, hourly rates are updated to current via this amendment.

I hope you find this information useful and will look forward to assisting you with this important work for use of the City-owned property at 301 W. 10th St. as the City of Antioch Community Resources and Public Safety Department, providing one-stop-shop customer convenience to the citizenry.

Sincerely,



Bruce Playle, AIA
California Architect C15459

attachment

A7

Fee Schedule

Indigo Hammond + Playle Architects, LLP

2022 - 3rd Quarter

Principal Architect	\$265
Architect	\$220
Senior Designer	\$195
Designer/ Drafter- Level 2	\$160
Designer/ Drafter- Level 1	\$140
Clerical	\$115

Overtime rate 1.5 times hourly rates above.

Consultants and reimbursable expenses are at 1.15 x cost.

Mileage at \$0.585 per mile.


Rates subject to change from time-to-time.


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Special Meeting of November 15, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Project Manager 

APPROVED BY: John Samuelson, Public Works Director/City Engineer 

SUBJECT: Consideration of Bids for the Maintenance Service Center Warehouse Improvements; P.W. 143-R

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving an amendment to increase the Fiscal Year 2022/23 Operating Budget for the Maintenance Service Center Warehouse Improvements Project in the amount of \$250,000 from the Water Enterprise Fund and \$250,000 from the Sewer Enterprise Fund;
2. Awarding the construction agreement to the lowest, responsive, and responsible bidder, Foundry Construction;
3. Approving the construction agreement with Foundry Construction in the amount of \$430,000 in substantially the form included in Exhibit "1" to the Resolution; and
4. Authorizing the City Manager to execute the construction agreement with Foundry Construction for a total amount of \$430,000.

FISCAL IMPACT

Adoption of this resolution will increase the Fiscal Year 2022/23 Operating Budget by \$250,000 from the Water Enterprise Fund and \$250,000 from the Sewer Enterprise for a total project budget of \$500,000. It is expected that the City will be reimbursed in the amount of \$192,000 from our insurance company, Municipal Pooling Authority, due to the fire that caused the original damage to the warehouse. The total budget includes project design, construction engineering and management, inspection, testing and contract administration of the Maintenance Service Center Warehouse Improvements ("Project").

DISCUSSION

On July 19, 2022, two (2) bids were received and opened, as shown on the attached tabulation. The low bid was submitted by Foundry Construction of Oakland in the amount of \$430,000. The bids have been checked and found to be without errors or omissions.

This Project will consist of interior renovations to the City of Antioch's Maintenance Service Center Warehouse including construction of partitions and a mezzanine level, millwork, lighting, plumbing and water pollution control.

Staff recommends awarding the Project to the lowest, responsive and responsible bidder, Foundry Construction in an amount of \$430,000.

ATTACHMENTS

- A: Resolution
- B: Bid Tabulation

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING AN AMENDMENT TO INCREASE THE FISCAL YEAR 2022/23
OPERATING BUDGET, AWARDING THE CONSTRUCTION AGREEMENT AND
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH
FOUNDRY CONSTRUCTION FOR THE MAINTENANCE SERVICE CENTER
WAREHOUSE IMPROVEMENTS
P.W. 143-R**

WHEREAS, the Consideration of Bids for the Maintenance Service Center Warehouse Improvements ("Project") was published and advertised in the East Bay Times on June 27, 2022 and June 28, 2022, and a Notice to Contractors was sent to the construction trade journals;

WHEREAS, on July 19, 2022, two (2) bids were received for the Project;

WHEREAS, the City Council has considered an amendment to increase the Fiscal Year 2022/23 Capital Improvement Budget for the Project in the amount of \$250,000 from the Water Enterprise Fund and \$250,000 from the Sewer Enterprise Fund;

WHEREAS, the City Council has considered awarding the Project construction agreement ("Agreement") to the lowest, responsive, and responsible bidder, Foundry Construction;

WHEREAS, the City Council has considered approving the Agreement with Foundry Construction in the amount of \$430,000 in substantially the form included in Exhibit "1"; and

WHEREAS, the City has considered authorizing the City Manager to execute the Agreement with Foundry Construction for a total amount of \$430,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby:

1. Approves an amendment to increase the Fiscal Year 2022/23 Operating Budget for the Maintenance Service Center Warehouse Improvements Project in the amount of \$250,000 from the Water Enterprise Fund and \$250,000 from the Sewer Enterprise Fund;
2. Awards the construction agreement to the lowest, responsive, and responsible bidder, Foundry Construction;
3. Approves the construction agreement with Foundry Construction in the amount of \$430,000 in substantially the form included in Exhibit "1"; and

A1

RESOLUTION NO. 2022/**

November 15, 2022

Page 2 of 2

4. Authorizes the City Manager to execute an agreement with Foundry Construction in the amount of \$430,000 in a form approved by the City Attorney.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a special meeting thereof, held on the 15th day of November 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

A2

EXHIBIT "1"

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of November, 2022 by and between FOUNDRY CONSTRUCTION, INC., hereinafter called "CONTRACTOR" and the CITY OF ANTIOCH, hereinafter called the "CITY."

WITNESSETH, that the CONTRACTOR and the CITY, for consideration hereinafter named, agree as follows:

1. SCOPE OF WORK

The work consists, in general, of furnishing all materials, labor, tools, supplies, equipment, transportation and superintendence necessary to perform the work required for **P.W. No. 143-R**. The work is more fully described in the Description of Project, Construction Details and Plans contained in the Contract Documents. The Contract Documents are defined below in Section 4 of this Agreement.

2. TIME OF COMPLETION

After this Agreement has been executed by the parties, the CONTRACTOR shall begin work within ten (10) calendar days after the effective date of the Notice to Proceed, and shall diligently prosecute all of the work under this Agreement in all parts and requirements as defined in the Contract Documents, from the effective date of said Notice to Proceed. The period of performance shall be forty (40) working days from the Notice to Proceed.

3. TOTAL BID PRICE

The CONTRACTOR shall faithfully perform all of the work hereunder for the Contract Price of **Four hundred thirty thousand dollars (\$430,000.00)**, payable by the CITY to the CONTRACTOR at the time and in the manner provided in the Contract Documents.

SCHEDULE OF BID PRICES FOR MAINTENANCE SERVICE CENTER WAREHOUSE IMPROVEMENTS P.W. 143-R

Item No.	Unit	Quantity	Description	Unit Price	Extended Amount
1.	LS	1	Mobilization, complete in place for the lump sum price.....	\$ 25,000.00	\$ 25,000.00
2.	LS	1	Maintenance Service Center Warehouse Improvements, complete in place for the lump sum price.....	\$ 405,000.00	\$ 405,000.00
TOTAL BID PRICE				\$ 430,000.00	

4. COMPONENT PARTS

This Agreement shall consist of the following documents, each of which is on file in the City of Antioch, Public Works Department, and all of which are incorporated herein by this reference:

- A. Agreement
- B. Notice Inviting Bids
- C. Description of Project
- D. General Conditions (2006 Caltrans Standard Specifications)
- E. Special Provisions
- F. Construction Details
- G. Contract Plans
- H. Addenda No. ___ to ___, inclusive
- I. Performance Bond
- J. Payment bond
- K. Bid Forms

5. SERVICE OF NOTICE

Any notice required or permitted to be given under this Agreement shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage pre-paid, to the appropriate address specified in the CONTRACTOR's bid, and in the case of the CITY, to P. O. Box 5007, Antioch, CA 94531-5007, or at any other address which either party may subsequently designate in writing to the other party.

6. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California. Any action relating to this Agreement shall be instituted and prosecuted in a court of competent jurisdiction in the State of California. Each party hereby appoints the party listed opposite its name to act as its initial agent for service of process relating to any such action:

CITY: City of Antioch
Capital Improvements
200 "H" Street
P. O. Box 5007
Antioch, CA 94531-5007

CONTRACTOR: Foundry Construction, Inc.
3822 Midvale Avenue
Oakland, CA 94602

Each such agent is hereby authorized and directed to accept service of process in any such action on behalf of his principal until such time as his successor shall have been appointed by his principal and notice thereof has been delivered to the other party in the manner provided herein for the giving of notice.

CONTRACTOR:

FOUNDRY CONSTRUCTION, INC.

Name Under Which Business is Conducted

The undersigned certify that they sign this Agreement with full and proper authorization so to do:

*By: _____

Title: _____

By: _____

Title: _____

** If CONTRACTOR is a corporation, this Agreement must be executed by two officers of the corporation, consisting of: (1) the President, Vice President, or Chair of the Board; and (2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the CITY is provided demonstrating that such individual is authorized to bind the corporation (e.g. – a copy of a certified resolution from the corporation's bylaws).*

CITY OF ANTIOCH, CALIFORNIA

A Municipal Corporation

By: _____
Cornelius H. Johnson, City Manager

By: _____
Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

By: _____
Thomas Lloyd Smith, City Attorney

CITY OF ANTIOCH
TABULATION OF BIDS

JOB TITLE: Maintenance Service Center Warehouse Improvements
(P.W. 143-R)

BIDS OPENED: July 19, 2022 ~ 2:00 p.m.
City Hall Council Chambers

	Engineer's Estimate	Foundry Construction Oakland	All About Building, Inc. Antelope			
TOTAL BID PRICE	\$150,000.00	\$430,000.00	\$727,700.00			

SUBCONTRACTORS

<i>Foundry Construction</i>	<i>All About Building, Inc.</i>			
<u>Concrete</u> Mauri Concrete <u>HVAC</u> Air Squared Mechanical <u>DFH/Glazing</u> Heritage Doors & Glass <u>Drywall</u> Halstead Drywall	<u>Ceilings</u> Elite Acoustics <u>Painting/Flooring/Electrical/Metal</u> Pro Ex Construction, Inc.			

ATTACHMENT "B"

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Special Meeting, November 15, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Carlos Zepeda, Deputy Public Works Director

APPROVED BY: John Samuelson, Public Works Director/City Engineer JS

SUBJECT: Consideration of Quote and Award of Contract to NC Flooring Group, Inc. of Union City, CA for Maintenance Service Center and Marina Flooring Replacements

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Accepting the quote for the Maintenance Service Center and Marina Office Flooring Replacements from NC Flooring Group, Inc. in an amount not to exceed \$66,357.72.
2. Authorizing the City Manager to execute an agreement with NC Flooring Group, Inc. of Union City CA, for the Maintenance Service Center and Marina Flooring Replacements in a form approved by the City Attorney.

FISCAL IMPACT

Funding for the Antioch Maintenance Service Center and Marina Flooring Replacements is included in the Fiscal Year 2022/23 General Fund Facilities, Water Fund, and Sewer operating budgets.

DISCUSSION

Originally dedicated in August 1996, the Public Works Department Maintenance Service Center Administration building is located at 1201 W. Fourth St. in downtown Antioch. It was rededicated as the Stanford E. Davis Center on June 6, 1998. The carpeting and flooring are over twenty-four (24) years old. This carpet and tile flooring remodel will modernize the aging interior of the City facility and improve the building for staff and customers of the City of Antioch. The Antioch Marina office flooring is over 30 years old and is also in need of replacement.

The Public Works Department published the Antioch Maintenance Service Center and Marina Flooring Replacement, Request for Bid (RFB), Bid No. 968-1019-22A, on September 28, 2022. Solicitation for bids closed on October 19, 2022, with zero (0) bids received. In accordance with the City's Municipal Code, § 3-4.26 *Rejection of Bids*; No

Bids (C) No bids received: If no bids are received through the formal procedure, the project may be performed by negotiated contract or by the employees of the city by force account, without further complying with this chapter.

Staff negotiated with NC Flooring Group, Inc. of Union City, California for the Maintenance Service Center and Marina Office Flooring replacements. NC Flooring Group, Inc., will comply with all of the City's standard agreement provisions and insurance requirements as outlined in the RFB package Maintenance Service Center and Marina Flooring Replacement Bid No. 968-1019-22A, issued on September 28, 2022. Staff recommends accepting the quote and awarding the contract to NC Flooring Group, Inc.

ATTACHMENTS

- A. Resolution
- B. Quotation
- C. Maintenance Service Agreement (MSA)

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ACCEPTING THE QUOTE AND AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT WITH NC FLOORING GROUP, INC. OF UNION CITY CALIFORNIA
FOR ANTIOCH MAINTENANCE SERVICE CENTER AND MARINA FLOORING
REPLACEMENTS IN AN AMOUNT NOT TO EXCEED \$66,357.72.**

WHEREAS, the City of Antioch's Public Works Department strives to maintain the City's facilities in a safe and aesthetically pleasing condition for its staff and customers;

WHEREAS, staff solicited bids for Antioch Maintenance Service Center and Marina Flooring Replacement RFB No. 968-1019-22A on September 28, 2022, which closed on October 19, 2022;

WHEREAS, zero (0) bids were received and in accordance with Antioch Municipal Code § 3-4.26 Rejection of Bids; No Bids (C) No bids received, which allows for completion of a project by negotiated contract; and

WHEREAS, staff negotiated with NC Flooring Group Inc. for the flooring replacements at the Maintenance Service Center and the Antioch Marina.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby:

1. Accepts the quote for the Maintenance Service Center and Marina Office Flooring Replacements from NC Flooring Group, Inc. of Union City CA, in an amount not to exceed \$66,357.72.
2. Authorizes the City Manager to execute the Agreement with NC Flooring Group, Inc. in a form approved by the City Attorney.

* * * * *

RESOLUTION NO. 2022/**

November 15, 2022

Page 2

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a special meeting thereof, held on the 15th day of November 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

ATTACHMENT "B"

NC Flooring Group, Inc.

License #937515

30100 Ahern Ave.

Union City, CA 94587

(510)-972-6290

Estimate

Date 10/27/2022

Estimate # 50788

Name / Address
Antioch-Public Works Carlos Zepeda

Rep
JF

Project
Maintenance Service Center
1201 W 4th St & 5 Marina Plaza Antioch, Ca
Unit #

Description	Total
-1201 W. 4th St.- NCF to demo existing carpet at specified offices and corridors	4,000.00
NCF to install specified carpet tile at offices and corridors	6,000.00
-Mohawk-Dexterity, BT449/QB449, 989 Dark Charcoal, 24"X24"	10,983.00T
NCF to demo existing VCT and prep floors at Training 104/105/106(accordion doors to be removed by others)-Includes grinding	10,000.00
NCF to install resilient floor tile at Training room	5,000.00
-Tarkett ID Latitude, Hearthstone 7242(Accent-5 cartons) & Latitude Stone, 7235 Cristallo(43 cartons)	8,640.00T
NCF to install resilient wall base throughout	2,500.00
-Johnsonite 4" wall base-44b, Dark Brown(2 cartons w/ toe/12 cartons NO toe)-In coils	1,950.00T
Deliveries	2,500.00
-5 Marina Plaza-	
NCF to demo existing flooring at upper level offices-includes floor prep	3,500.00
NCF to install specified resilient flooring and resilient wall base at upper level offices	3,000.00
-Tarkett ID-Latitude Stone, 7235 Cristallo(15 cartons)	2,700.00T
-Johnsonite 4" wall base-44b, Dark Brown(2 cartons w/ toe)-In coils	260.00T
Subtotal	
Sales Tax (9.75%)	
Total	

Signature

NC Flooring Group, Inc.

License #937515

30100 Ahern Ave.

Union City, CA 94587

(510)-972-6290

Estimate

Date 10/27/2022

Estimate # 50788

Name / Address
Antioch-Public Works Carlos Zepeda

Project
Maintenance Service Center
1201 W 4th St & 5 Marina Plaza Antioch, Ca
Unit #

Rep
JF

Description	Total
Deliveries	1,000.00
Performance bond required for project 3% of total contract	1,932.75
<p>***Work to be performed during normal working hours recognized by Local 12. Nights weekends and Union recognized holidays are excluded from bid***</p> <p>***Materials deposit of \$26,924.97 is required PRIOR to purchase***</p> <p>***Normal Floor Prep (sweeping, scraping, & minor patching) included***</p> <p>***Ramping/Leveling/Heavy Floor Prep EXCLUDED in bid. Pending site verification-subject to COR***</p> <p>***Protection/Demo EXCLUDED- to be done by others***</p> <p>***Moisture testing EXCLUDED***</p> <p>***3.4% Fee will be added to all invoices paid via Credit or Debit Card***</p> <p>***Material storage fees waived during duration of install***</p> <p>***Upon approval of estimate, sign and return acknowledging agreement of inclusion & exclusion terms***</p> <p>***Estimate based on zero bond requirements. Bond requirements are subject to price increase/COR***</p> <p>***Quote price good for 30 days from date of receipt.***</p> <p>***DIR # 1000025130***</p>	0.00
Subtotal	\$63,965.75
Sales Tax (9.75%)	\$2,391.97
Total	\$66,357.72

Please direct estimating questions to Projects@theNCFgroup.com

Signature _____

ATTACHMENT "C"

CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement ("**Agreement**") is made and entered into this **15th** day of **November, 2022** ("**Effective Date**") by and between the City of Antioch, a municipal corporation organized under the laws of the State of California with its principal place of business at 200 H Street, Antioch California 94509 ("**City**") and **NC Flooring Group, Inc.** a **corporation** with its principal place of business at **30100 Ahern Ave, Union City CA 94587** ("**Contractor**"). City and Contractor are sometimes individually referred to as "**Party**" and collectively as "**Parties**" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **flooring** services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the **Maintenance Service Center and Marina Flooring Replacement, Bid No. 968-1019-22A** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **flooring** maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Contractor shall perform its services in a prompt and timely manner and shall commence performance upon the Effective Date. Contractor shall complete the services required hereunder within **fifteen (15) working days, Monday to Friday; ten (10) days for the Maintenance Service Center and (five) 5 days for the Marina.**

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates **Carlos Zepeda, Deputy Public Works Director**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **James Furagganan, Senior Project Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Five Hundred Dollars (\$500.00)** per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one

calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-

discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance. Contractor shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit "D" (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Sixty Six Thousand and Three Hundred Fifty Seven Dollars with Seventy Two Cents (\$66,357.72)** without written approval of City's Deputy Director. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 California Labor Code Requirements

a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner

under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.4.4 Agreement Subject to Appropriation of Funds. The Contractor understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Antioch City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, the Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the

discretion of the Mayor and City Council. Contractor's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

**NC Flooring Group, Inc.
30100 Ahern Ave
Union City, CA 94587
Attn: James Furagganan**

City:

Public Works Department
Attn: Carlos Zepeda
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

City:

City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007
Attn: City Attorney

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above

indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Contra Costa County, California. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise

specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

3.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.19 Wage Theft Prevention.

3.5.19.1 Contractor, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

3.5.19.2 BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONTRACTOR OR ITS SUBCONTRACTORS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONTRACTOR AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

3.5.19.3 If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Contractor shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Contractor or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Contractor or its subcontractor is subject to a payment or other alternative plan, the Contractor or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

3.5.19.4 For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

3.5.19.5 Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

3.5.19.6 Notice provided to the City shall be addressed to: Attention: City Manager, P. O. Box 5007, Antioch, CA 94531-5007. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF ANTIOCH
AND NC FLOORING GROUP, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the **15th** day of **November, 2022**.

CITY OF ANTIOCH

Approved By:

Cornelius Johnson
City Manager

ATTEST:

Elizabeth Householder
City Clerk

Approved As To Form:

Thomas Lloyd Smith
City Attorney

NC Flooring Group, Inc.

Signature

Name

Title

EXHIBIT "A"

SCOPE OF SERVICES

II. SPECIFICATIONS

INTRODUCTION AND OVERVIEW

The City of Antioch (City) is requesting proposals from individuals, firms, and contractors who are experienced and qualified to successfully remodel the flooring of the Maintenance Service Center facility, located at 1201 W. 4th St, and the Antioch Marina located at 1 Marina Plaza. This flooring project will replace worn and loose carpet, tile, and baseboards. The ideal vendor shall have experience executing similar projects which include various flooring types and styles.

All flooring is to be replaced by the type in its existing location. Tiled carpeting will replace existing rolled carpet in all offices and hallways. Loose lay enhance resilient tile (ERT) will replace existing ceramic tile in common areas and training room. Additionally, the scope includes baseboard removal and replacement, with toe kick.

The deadline for submission of proposals for this work is **no later than 2:00 p.m., Wednesday, October 19th, 2022.**

Mandatory Pre-Bid Meeting: Wednesday, October 5th, 2022 at 9:00 a.m.

SCOPE OF WORK

The City is seeking a vendor to replace worn flooring at the Maintenance Service Center Building. All flooring is to be replaced by the type in its existing location. Tiled carpeting will replace existing rolled carpet in all offices and hallways. Loose lay enhance resilient tile (ERT) will replace existing ceramic tile in common areas and training room. At the Public Works Maintenance Service Center, the scope of services requested are as follows:

Common Tiled Areas:

- Tear out existing VCT tiles and haul away
- Prep subfloor for new ERT tiles. This includes cleaning/etching, sanding/grinding, patching, and filling any imperfections
- Installation of new ERT Mohawk tiles using industrial grade adhesive
- Installation of 4" baseboard with toe kick
- Reset any large furniture items

Carpet Areas:

- Remove existing carpet and haul away
- Prep subfloor for new carpet tiles. This includes cleaning/etching, sanding/grinding, patching, and filling any imperfections
- Installation of new carpet tiles using industrial grade adhesive
- Installation of 4" baseboards with toe kick
- Reset any large furniture items
- Carpet to be installed using quarter turn pattern as indicated by Mohawk

At the Antioch Marina Administration Office, the scope of services requested are as follows:

Carpet Areas:

- Remove existing carpet and haul away
- Prep subfloor for new ERT tiles. This includes any necessary sanding or use or intervening plywood
- Installation of new ERT tiles using industrial grade adhesive
- Installation of 4" baseboards with toe kick
- Reset any large furniture items

MATERIALS

Materials will be procured and supplied from the winning vendor. All tiles, base, edging, glue, and adhesive will be supplied by vendor. All flooring materials shall be manufactured by the following manufacturers:

Carpet Tiles:

Brand: Mohawk Group

Collection: Dexterity

Style: BT449/QB449

Color: 989 Dark Charcoal

Fiber Type: Envirostrand PET

Construction: Tufted

Size: 24" by 24 "

ERT Tiles

Brand: Mohawk Group

Collection: Hot & Heavy Mixte Solid C0090 989 Infuse

Product: Loose Lay Enhanced Resilient Tile

Thickness: 5mm

Wear Layer: 20 mil

Finish: M-Force Enhanced Urethane

Size 36" x 36"

Baseboard

Brand: Johnsonite

Item: 44B

Color: Dark Brown

QUALITY CONTROL

All flooring should be seamless, fit snugly against walls, and be free of any bubbles, lumps, or bumps. Flooring must be stretched, flat, free of gaps, and seams should not be visible against any walls, baseboards, or transitions areas. Flooring must also be free of any loose tiles. Flooring must be walked on post-installation to ensure adequate adhesion to subfloor. Any final quality control and/or installation issues rejected by the Project Manager shall be corrected at the expense of the contractor. All debris from installation is the sole responsibility of the Contractor and shall be disposed of in accordance with any federal, state, and local laws and regulations by the Contractor.

MANDATORY WALKTHROUGH

A mandatory walkthrough to see the extent of the work and layout of the facility will be held at 9:00 am Wednesday, October 5th, 2022 at the Public Works Maintenance Service Center located at 1201 W. 4th Antioch CA, 94509, will conclude at the Antioch Marina located at 1 Marina Plaza, Antioch, CA 94509. Any Contractor wishing to bid on this project must attend walkthrough of both locations.

CONTRACT DOCUMENTS

The successful bidder shall be expected to agree to and comply with all terms addressed in the attached Sample Maintenance Services Agreement. The bidder shall not change the wording in the agreement. No words or comments shall be added to the general conditions. Conditional bids cannot be accepted.

SURETY BONDS

The Successful Bidder will need to submit a payment bond, at the time of executing the agreement before the start of work.

SUBMISSION INSTRUCTIONS

Bid Package in a sealed envelope with company name and DIR number **must be submitted no later than 2:00 p.m. on August 19, 2022** to:

City Clerk's Office
City of Antioch City Hall
200 H St, Antioch, CA 94509

EXHIBIT “B”

Please refer to Section 3 Scope of Services and Term, Subsection 3.1.2

EXHIBIT "C"
COMPENSATION

NC Flooring Group, Inc.
License #937515
30100 Ahem Ave.
Union City, CA 94587
(510)-972-6290

Estimate

Date 10/27/2022
Estimate # 50788

Name / Address
Antioch-Public Works Carlos Zepeda

Project
Maintenance Service Center
1201 W 4th St & 5 Marina Plaza Antioch, Ca
Unit #

Rep
JF

Description	Total
-1201 W. 4th St.- NCF to demo existing carpet at specified offices and corridors	4,000.00
NCF to install specified carpet tile at offices and corridors	6,000.00
-Mohawk-Dexterity, BT449/QB449, 989 Dark Charcoal, 24"X24"	10,983.00T
NCF to demo existing VCT and prep floors at Training 104/105/106(accordion doors to be removed by others)-Includes grinding	10,000.00
NCF to install resilient floor tile at Training room	5,000.00
-Tarkett ID Latitude, Hearthstone 7242(Accent-5 cartons) & Latitude Stone, 7235 Cristallo(43 cartons)	8,640.00T
NCF to install resilient wall base throughout	2,500.00
-Johnsonite 4" wall base-44b, Dark Brown(2 cartons w/ toe/12 cartons NO toe)-In coils	1,950.00T
Deliveries	2,500.00
-5 Marina Plaza-	
NCF to demo existing flooring at upper level offices-includes floor prep	3,500.00
NCF to install specified resilient flooring and resilient wall base at upper level offices	3,000.00
-Tarkett ID-Latitude Stone, 7235 Cristallo(15 cartons)	2,700.00T
-Johnsonite 4" wall base-44b, Dark Brown(2 cartons w/ toe)-In coils	260.00T
Subtotal	
Sales Tax (9.75%)	
Total	

Signature

License #937515
30100 Ahern Ave.
Union City, CA 94587
(510)-972-6290

Date 10/27/2022
Estimate # 50788

Name / Address
Antioch-Public Works Carlos Zepeda

Project	
Maintenance Service Center	
1201 W 4th St & 5 Marina Plaza Antioch, Ca	
	Unit #

Description	Total
Deliveries	1,000.00
Performance bond required for project 3% of total contract	1,932.75
Work to be performed during normal working hours recognized by Local 12. Nights weekends and Union recognized holidays are excluded from bid ***Materials deposit of \$26,924.97 is required PRIOR to purchase*** ***Normal Floor Prep (sweeping, scraping, & minor patching) included*** ***Ramping/Leveling/Heavy Floor Prep EXCLUDED in bid. Pending site verification-subject to COR*** ***Protection/Demo EXCLUDED- to be done by others*** ***Moisture testing EXCLUDED*** ***3.4% Fee will be added to all invoices paid via Credit or Debit Card*** ***Material storage fees waived during duration of install*** ***Upon approval of estimate, sign and return acknowledging agreement of inclusion & exclusion terms*** ***Estimate based on zero bond requirements. Bond requirements are subject to price increase/COR*** ****Quote price good for 30 days from date of receipt.*** ***DIR # 1000025130***	0.00
Subtotal	\$63,965.75
Sales Tax (9.75%)	\$2,391.97
Total	\$66,357.72

Please direct estimating questions to Projects@theNCFgroup.com

Signature _____

EXHIBIT "D"

INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an "X" indicated in the space before the requirement apply to Contractor's Agreement.**

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

Contractor shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

 X Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$2,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

 Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$1,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

 Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$5,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

X Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **\$1,000,000.00** combined single limit for bodily injury and property damage.

___ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 combined single limit for bodily injury and property damage.

___ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

___ Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

___ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

___ Insurance appropriates to the Contractor's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000.00** per accident for bodily injury or disease. *(Not required if Contractor provides written verification it has no employees. Waiver needed.)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Builder's Risk (Course of Construction):

___ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Contractor's Pollution Legal Liability:

____ Contractor's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Cyber Liability Insurance

____ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

____ Bid Bond
X Performance Bond
X Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

X **Additional Insured Status and Primary/Non-Contributory Language:**

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its officers, officials, employees, and agents as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations

coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

___ **Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)**

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

___ **Notice of Cancellation, Suspension or Otherwise Voiding Policies:**

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

___ **Waiver of Subrogation:**

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor, its employees, agents and subcontractors.

___ **Completed Operations**

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions ("SIR"):

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the

option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Contractor shall furnish the City 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 City 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 City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Special Meeting of November 15, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Phil Hoffmeister, Administrative Analyst II *PH*

APPROVED BY: John Samuelson, Public Works Director/City Engineer *JS*

SUBJECT: Resolution Annexing Certain Parcels of AG EHC II (MTH) CA 2, L.P. (Deer Valley Estates) into CFD No. 2018-02 (Police Protection)

RECOMMENDED ACTION

It is recommended that the City Council adopt the attached resolution annexing certain parcels of AG EHC II (MTH) CA 2, L.P. (Deer Valley Estates) into Community Facilities Districts (CFD) No. 2018-02 (Police Protection).

FISCAL IMPACT

There is no immediately projected financial impact. Long term, the property owners will contribute to police services through CFD No. 2018-02.

DISCUSSION

Resolution No. 2018/137 adopted by City Council on October 23, 2018, authorizes the City to annex properties into CFD No. 2018-02 which will be assessed only for eligible Police Protection, without formal elections upon receipt of written consent from the owners.

As part of project approvals, AG EHC II (MTH) CA 2, L.P. is conditioned to annex parcels within their Deer Valley Estates residential development into a CFD for Police Protection. Those parcels are:

<u>APNs</u>	<u>Owner</u>
057-022-013	AG EHC II (MTH) CA 2, L.P.
055-071-026	

The parcels are located at the northeast intersection of Deer Valley Road and Wellness Way. The attached Boundary Map (Attachment B) shows the location of the parcels to be added as Annexation No. 9 to CFD No. 2018-02 for Police Protection.

The owner has provided consent and approval that all APNs be annexed to CFD No. 2018-02 (Attachment C). The owner has agreed and intends that such consent and

approval constitute election to annex to CFD No. 2018-02 and approval of the authorization for the levy of the Special Tax within the property.

It is recommended that the City Council adopt the attached resolution (Attachment A) certifying and adding the above properties to CFD No. 2018-02 (Police Protection). If approved by the City Council, an Amended Boundary Map, and an Amendment of Notice of Special Tax Lien for CFD 2018-02 (Police Protection) (Attachment D) shall be filed with the Contra Costa County Recorder's Office within fifteen (15) days of the resolution to annex.

ATTACHMENTS

- A: Resolution
- B: Boundary Map of Annexation No. 9 to CFD No. 2018-02 (Police Protection)
- C: Consent and Election to Annex with Notary Acknowledgement
- D: Amended Notice of Special Tax Lien

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ANNEXING CERTAIN PARCELS OF AG EHC II (MTH) CA 2, L.P. (DEER
VALLEY ESTATES) INTO CFD NO. 2018-02 (POLICE PROTECTION)**

WHEREAS, AG EHC II (MTH) CA 2, L.P. has given its written consent and approval for parcels 057-022-013 and 055-071-026 to be annexed into CFD No. 2018-02 (Police Protection); and

WHEREAS, Promenade Antioch, LP intends that such consent and approval constitutes election to annex into CFD No. 2018-02 (Police Protection) and approval of the authorization for the levy of the Special Tax within the properties, respectively.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch that parcels 057-022-013 and 055-071-026 are hereby annexed into the CFD No. 2018-02 (Police Protection).

* * * * *

I HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of the City of Antioch at a special meeting thereof; held on the 15th day of November 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

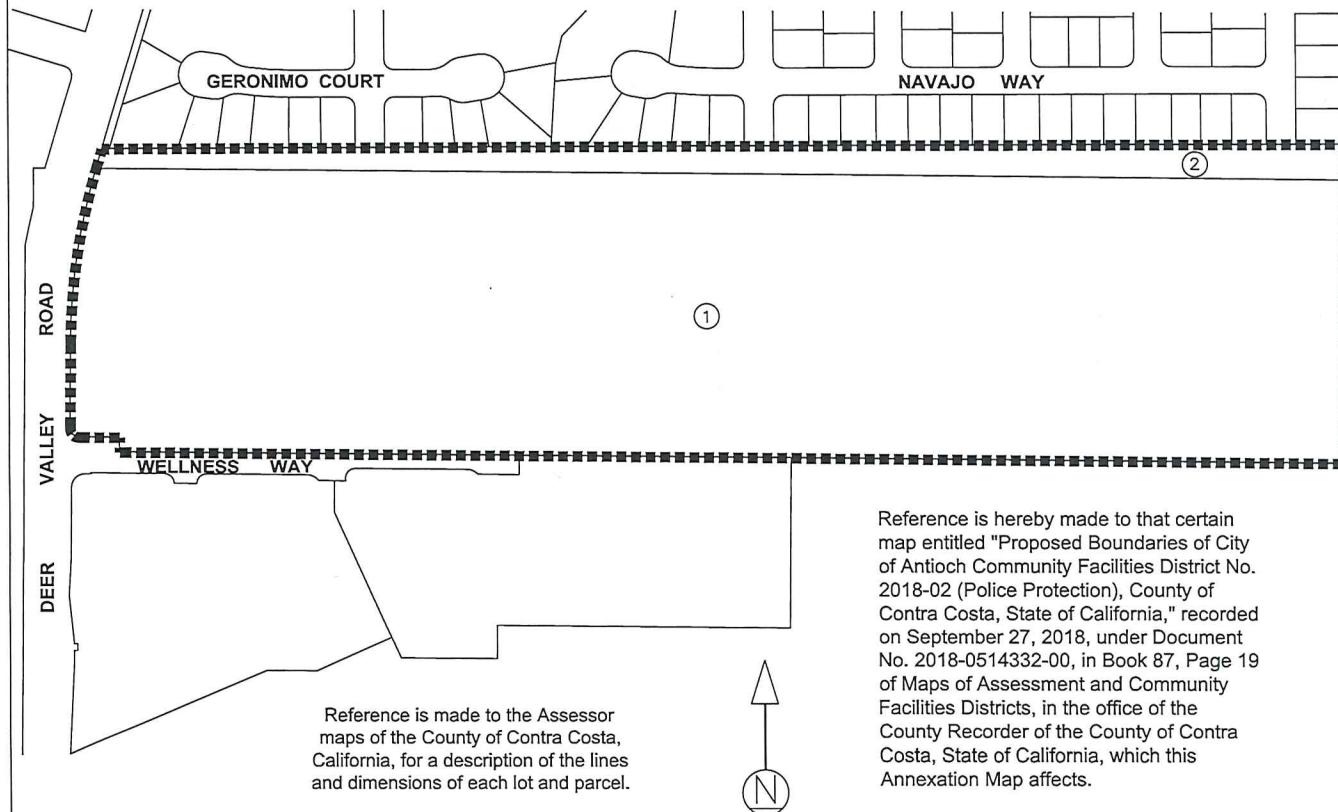
**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

**ANNEXATION MAP NO. 9 OF
CITY OF ANTIOCH
COMMUNITY FACILITIES DISTRICT NO. 2018-02
(POLICE PROTECTION)
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA**

LEGEND

Proposed Boundaries of Annexation
Map No. 9 of City of Antioch Community
Facilities District No. 2018-02
(Police Protection),
Contra Costa County, California

Assessment Number	Assessor Parcel Number
1	057-022-013
2	055-071-026



- (1) Filed in the office of the Clerk of the City of Antioch this ____ day of ____, 2022.

Elizabeth Householder,
Clerk of the City of Antioch, California

- (2) I hereby certify that the within map showing the proposed boundaries of Annexation Map No. 9 of City of Antioch Community Facilities District No. 2018-02 (Police Protection), City of Antioch, County of Contra Costa, State of California, was approved by the City Council of the City of Antioch at a regular meeting thereof, held on the ____ day of ____, 2022, by its Resolution No. ____.

Elizabeth Householder,
Clerk of the City of Antioch, California

- (3) Contra Costa County Recorder's Certificate

This map has been filed under Document Number _____, this ____ day of _____, 2022, at _____.m., in Book _____ of Maps of Assessment and Community Facilities Districts at page _____, in the office of the County Recorder in the County of Contra Costa, State of California, at the request of the City of Antioch in the amount of \$ _____.

Deborah R. Cooper
County Clerk-Recorder
County of Contra Costa

By: _____

Deputy Recorder

ATTACHMENT "C"

CONSENT AND ELECTION TO ANNEX REAL PROPERTY TO AN EXISTING COMMUNITY FACILITIES DISTRICT

CITY OF ANTIOCH COMMUNITY FACILITIES DISTRICT NO. 2018-02 (POLICE PROTECTION)

TO: CITY COUNCIL OF THE CITY OF ANTIOCH IN ITS CAPACITY AS THE LEGISLATIVE BODY OF
THE ABOVE ENTITLED COMMUNITY FACILITIES DISTRICT:

1. The undersigned is the owner (the "Owner"), or the duly authorized representative of the Owner, of the real property as described in Exhibit A attached hereto and incorporated herein by reference (the "Property"), and in such capacity, possesses all legal authority necessary to execute this Consent and Election as and on behalf of the Owner in connection with the annexation of the Property to the District (as defined below).

The Owner is:

AG EHC II (MTH) CA 2, L.P.

(Type or print the Full Name of the Owner or Owners of the Property in the above spaces.)

2. The Owner is aware of and understands the following:
 - A. The City of Antioch has conducted proceedings pursuant to the "Mello-Roos Community Facilities Act of 1982", (Government Code Section 53311 and following) (the "Act") to form a community facilities district known and designated as COMMUNITY FACILITIES DISTRICT NO. 2018-02 (POLICE PROTECTION) (the "District") to finance the increased demand for Police Protection (the "Services") resulting from new development within the District. The services to be financed by the CFD comprise services ("Services") authorized to be financed pursuant to Section 53313 and 53313.5 of the Government Code. CFD 2018-02 shall finance Services only to the extent they are in addition to those provided in the territory of CFD 2018-02 before the CFD was created and such Services may not supplant services already available within CFD 2018-02 when the CFD was created.

For a full and complete description of the Police Protection, reference is made to the final CFD Report, a copy of which is on file in the Office of the City Clerk. For all particulars, reference is made to said CFD Report.
 - B. The City has also undertaken proceedings pursuant to Article 3.5 of the Act to provide for the future annexation of certain territory, including the Property, to the District. On October 23, 2018, the City held a public hearing as required by the Act, to consider the future annexation of such territory, including the Property, to the District. Notice of such hearing was given in the form and manner as required

by law. A protest to such future annexation was not received from fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is more, residing in the territory proposed to be annexed in the future or the owners of one-half or more of the area of land in the territory proposed to be annexed in the future. At the conclusion of such public hearing, the legislative body of the City did approve and provide for the annexation in the future upon the unanimous approval of the owner or owners of each parcel or parcels at the time that such parcel or parcels are annexed, without additional hearings.

THE UNDERSIGNED DOES HEREBY CERTIFY UNDER PENALTY OF PERJURY AS FOLLOWS:

3. The Owner consents and elects to and expressly approves annexation of the Property to the District and the authorization for the levy of the Special Tax within the Property without further public hearing and without an election conducted pursuant to the provisions of Government Code Section 53339.7 and Article 2 of the Act and the Elections Code of the State of California. Owner agrees and intends that such consent and approval constitutes Owner's election to annex the Property to the District and to approve the authorization for the levy of the Special Tax within the Property.
4. The Owner waives any right, which the Owner may have to make any protest or complaint or undertake any legal action challenging the validity of the proceedings of the City or the District to authorize the future annexation of the Property to the District or the authorization for the levy of the Special Tax within the Property, any necessity, requirement, right or entitlement for further public hearing or election pertaining to the annexation of the Property to the District and the levy of the Special Tax within the Property.
5. The Owner specifically authorizes the levy of the Special Tax on the Property pursuant to the rate and method of apportionment set forth in Exhibit B to pay for the authorized Police Protection.

C2

Note:

1. Signatures of property owner(s) or representatives must be notarized.
2. Proof of Authorization to sign is required for Corporations, Partnerships, Limited Liability Companies, Trusts, etc.

EXECUTED this 29th day of September, 2022.

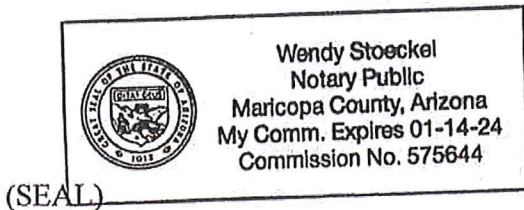
AG EHC II (MTH) CA 2, L.P., a Delaware
limited partnership

By: Essential Housing Asset Management, LLC,
an Arizona limited liability company,
its Authorized Agent

By: Steven S. Benson
Steven S. Benson, its Manager

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 29th day of September
2022, by Steven S. Benson, the manager of Essential Housing Asset Management, LLC, an
Arizona limited liability company, the Authorized Agent of AG EHC II (MTH) CA 2, L.P., a
Delaware
limited partnership, for and on behalf thereof.



Wendy Stoeckel
Notary Public

**UNANIMOUS CONSENT OF
GENERAL PARTNER**

OF

AG EHC II (MTH) CA 2, L.P.

Dated as of January 7, 2022

The undersigned, being the sole general partner of AG EHC II (MTH) CA 2, L.P., a Delaware limited partnership (the "**Partnership**"), does hereby unanimously adopt the following resolutions and does hereby unanimously consent to the taking of the actions therein set forth:

RESOLVED, that **Steven S. Benson**, in his capacity as the manager of Essential Housing Asset Management, LLC, an Arizona limited liability company (the "**Authorized Agent**") be, and hereby is, authorized, empowered and directed to enter into, execute and deliver on behalf of the Partnership, any and all documents relating to land bank transactions with Meritage Homes Corporation, a Maryland corporation, and its respective divisions and subsidiaries ("**MTH**"), including but not limited to (i) Option Agreements (each an "**Option Agreement**"); (ii) Construction Agreements (each a "**Construction Agreement**"), (iii) if the property is to be land banked is not owned by MTH, Nomination Agreements (each a "**Nomination Agreement**") pursuant to which MTH shall assign to the Partnership the right to acquire the property from a third party seller at the close of escrow under the existing underlying acquisition agreement originally negotiated by MTH as buyer; and (iv) if the property is already owned by MTH, Purchase Agreements (each a "**Purchase Agreement**") wherein MTH is the seller and the Partnership is the buyer (collectively, the "**Land Bank Documents**"), and all other agreements, certificates, documents or instruments contemplated by or relating to the transactions associated with the acquisition, platting, development, transfer and sale of the real properties (the "**Properties**") which are the subject of the Land Bank Documents or which are required to be signed by the Partnership as contemplated by the underlying purchase agreement with the third party seller.

RESOLVED, that the Authorized Agent, acting alone, be, and hereby is, authorized and empowered to enter into, execute and deliver on behalf of the Partnership any and all amendments to any of the Land Bank Documents, but only on terms and conditions acceptable to the undersigned (as may be evidenced by electronic mail from Ryan Mollett or Bryan Rush on behalf of the undersigned).

RESOLVED, that the Authorized Agent, acting alone, on the direction of the undersigned, be, and hereby is, authorized and empowered for, on behalf and in the name of the Partnership, to execute and deliver: (i) any and all plats, maps, permits, applications for permits or other development matters, certificates, tax filings, tax license forms, agreements, documents, annexation agreements, development agreements, intergovernmental agreements and other instruments, and (ii) all documents and instruments and filings necessary in connection with the sale of land in the jurisdictions in which the Properties are located or which are necessary or which the Authorized Agent, in consultation with the undersigned, may determine to be advisable or expedient in connection with the foregoing (or as may be required by any municipality or utility provider or by any escrow agent handling, or title insurer involved with, the closing of the

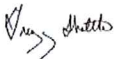
C5

sale of all or any portion of any of the Properties), including but not limited to, assignments, plats, deeds or maps of dedication, condominium plans and documents, easements, declarations of easements and restrictions, CC&R's and condominium declarations and annexation documents (and any supplements thereto), subdivision assurance agreements, documents relating to the formation of, or annexation into, any communities facilities, community development or utility district or similar district, notices, utility district notices, special tax notices, authorizations, affidavits of property value, grant, bargain and sale, warranty or quit claim deeds conveying all or any portion of the Properties, non-foreign person affidavits, contracts, agreements, service contracts, certificates, together with any extensions, renewals, modifications or amendments to any one or more of the foregoing, and all such instruments and documents signed by the Authorized Agent in connection with any of the foregoing resolutions are hereby ratified, approved and confirmed as being done for and on behalf of the Partnership.

IN WITNESS WHEREOF, the undersigned has set its hand as of the day and year first above written.

AG EHC II CA 2 GP, LLC,
as General Partner

By: Angelo, Gordon & Co., L.P.,
its Manager

By: 

Gregory Shalette, Deputy General Counsel

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EXHIBIT A

**CONSENT AND ELECTION TO ANNEX REAL PROPERTY TO AN EXISTING
COMMUNITY FACILITIES DISTRICT**

**CITY OF ANTIOCH
COMMUNITY FACILITIES DISTRICT No. 2018-02
(POLICE PROTECTION)**

ANNEXATION No. 9

**057-022-013
055-071-026**

ASSESSOR'S PARCEL NUMBER(S)

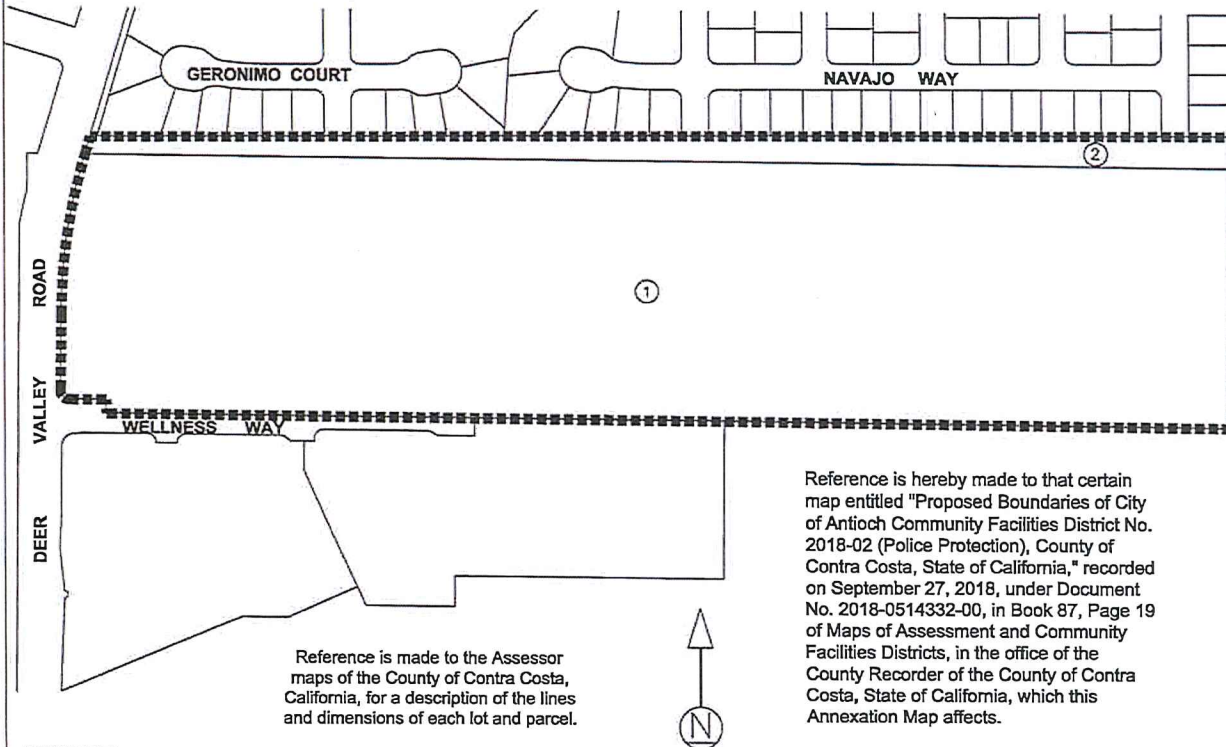
**CITY OF ANTIOCH
COMMUNITY FACILITIES DISTRICT No. 2018-02
(POLICE PROTECTION)**

**ANNEXATION MAP NO. 9 OF
CITY OF ANTIOCH
COMMUNITY FACILITIES DISTRICT NO. 2018-02
(POLICE PROTECTION)
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA**

LEGEND

Proposed Boundaries of Annexation
Map No. 9 of City of Antioch Community
Facilities District No. 2018-02
(Police Protection),
Contra Costa County, California

Assessment Number	Assessor Parcel Number
1	057-022-013
2	055-071-026



(1) Filed in the office of the Clerk of the City of Antioch this ____ day of _____, 2022.

Elizabeth Householder,
Clerk of the City of Antioch, California

(2) I hereby certify that the within map showing the proposed boundaries of Annexation Map No. 9 of City of Antioch Community Facilities District No. 2018-02 (Police Protection), City of Antioch, County of Contra Costa, State of California, was approved by the City Council of the City of Antioch at a regular meeting thereof, held on the ____ day of _____, 2022, by its Resolution No. _____.

Elizabeth Householder,
Clerk of the City of Antioch, California

(3) Contra Costa County Recorder's Certificate

This map has been filed under Document Number _____, this ____ day of _____, 2022, at ____ m., in Book _____ of Maps of Assessment and Community Facilities Districts at page _____, in the office of the County Recorder in the County of Contra Costa, State of California, at the request of the City of Antioch in the amount of \$_____.

Deborah R. Cooper
County Clerk-Recorder
County of Contra Costa

By: _____

Deputy Recorder

2

ATTACHMENT "D"

RECORDED AT REQUEST OF:

**City of Antioch
Public Works Department
Engineering & Development Services Division
Attn: Phil Hoffmeister
200 "H" Street
P.O. Box 5007
Antioch, CA 94531-5007**

THIS SPACE FOR RECORDERS

USE ONLY

(No fee for recording pursuant to Government Code §27383)

**Amendment to the Notice of Special Tax Lien
(Notice of Annexation)
Annexation No. 9
City of Antioch
Community Facilities District No. 2018-02
(Police Protection)**

**ASSESSOR'S PARCEL NUMBERS
057-022-013
055-071-026**

**City of Antioch
County of Contra Costa
State of California**

November 2022

**AMENDMENT TO THE NOTICE OF SPECIAL TAX LIEN
(NOTICE OF ANNEXATION)**

ANNEXATION NO. 9

**CITY OF ANTIOCH
COMMUNITY FACILITIES DISTRICT NO. 2018-02
(POLICE PROTECTION)**

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code and Section 53339.8 of the Government Code, the undersigned City Clerk of the City of Antioch, acting for and on behalf of the legislative body of the CITY OF ANTIOCH, COMMUNITY FACILITIES DISTRICT NO. 2018-02 (POLICE PROTECTION) (the "District") COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, HEREBY GIVES NOTICE that a lien is hereby imposed to secure payment of a special tax which the City Council of the City of Antioch, County of Contra Costa, State of California, acting in its capacity as the legislative body of such Community Facilities District is authorized to annually levy for the following purpose:

To finance increased demand for Police Protection resulting from new development within the District.

The special tax is authorized to be levied on the property described in Exhibit A attached hereto (the "Annexed Property") which has been annexed to the District, which has now been officially formed, and the lien of the special tax is a continuing lien, which shall secure each annual levy of the special tax and which shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied and cancelled in accordance with law or until the special tax ceases to be levied and an notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Government Code.

The rate and method of apportionment of the authorized special tax is as shown on the attached, referenced and incorporated Exhibit B, and the special tax shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for *ad valorem* taxes; provided, however, as applicable, the legislative body of the District may, by resolution, establish and adopt an alternative or supplemental collection procedure as necessary.

Notice is further given that upon the recording of this notice in the office of the County Recorder, the obligation to pay the special tax levy shall become a lien upon the Annexed Property in accordance with Section 3115.5 of the Streets and Highways Code.

The name(s) of the owner(s) of the Annexed Property as he or she (they) appear(s) on the Preliminary Report No. 0192-6683295 issued by First American Title Company dated August 2, 2022 for the Annexed Property and Assessor's tax parcel

numbers of all parcels or any portion thereof which are included within the Annexed Property are as set forth on the attached, referenced and incorporated Exhibit C.

Reference is made to the following:

1. "Proposed Boundaries of City of Antioch Community Facilities District No. 2018-02 (Police Protection), County of Contra Costa, State of California", recorded on September 27, 2018 under Document No. 2018-0154332, in Book 87, Page 19 of Maps of Assessment and Community Facilities Districts, in the Office of the County Recorder of the County of Contra Costa, State of California.
2. "City of Antioch Community Facilities District No. 2018-02 (Police Protection), Rate and Method of Apportionment of Special Tax" attached as Exhibit B to Resolution No. 2018/113 adopted by the City of Antioch City Council on September 11, 2018.
3. "Notice of Special Tax Lien, City of Antioch, Community Facilities District No. 2018-02 (Police Protection) (County of Contra Costa)", recorded on November 07, 2018 under Document No. 2018-0181159, in the Office of the County Recorder of the County of Contra Costa, State of California.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the following designated person:

Dated: _____

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT A

CONSENT AND ELECTION TO ANNEX REAL PROPERTY TO AN EXISTING COMMUNITY FACILITIES DISTRICT

CITY OF ANTIOCH COMMUNITY FACILITIES DISTRICT NO. 2018-02 (POLICE PROTECTION)

ANNEXATION No. 9

057-022-013

055-071-026

ASSESSOR'S PARCEL NUMBER(S)

CITY OF ANTIOCH COMMUNITY FACILITIES DISTRICT NO. 2018-02 (POLICE PROTECTION)

SHEET 1 OF 1

**ANNEXATION MAP NO. 9 OF
CITY OF ANTIOCH
COMMUNITY FACILITIES DISTRICT NO. 2018-02
(POLICE PROTECTION)
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA**

LEGEND
Proposed Boundaries of Annexation
Map No. 9 of City of Antioch Community
Facilities District No. 2018-02
(Police Protection),
Contra Costa County, California

Assessment Number	Assessor Parcel Number
1	057-022-013
2	055-071-026

(1) Filed in the office of the Clerk of the City of
Antioch this ____ day of ____, 2022.

Elizabeth Householder,
Clerk of the City of Antioch, California

(2) I hereby certify that the within map showing the
proposed boundaries of Annexation Map No. 9 of
City of Antioch Community Facilities District No.
2018-02 (Police Protection), City of Antioch, County
of Contra Costa, State of California, was approved by
the City Council of the City of Antioch at a regular
meeting thereof, held on the ____ day of
____, 2022, by its Resolution No. ____.

Elizabeth Householder,
Clerk of the City of Antioch, California

(3) Contra Costa County Recorder's Certificate

This map has been filed under Document Number
____, this ____ day of
____, 2022, at ____ m., in Book
____ of Maps of Assessment and Community
Facilities Districts at page ____ in the office of
the County Recorder in the County of Contra Costa,
State of California, at the request of the City of
Antioch in the amount of \$ ____.

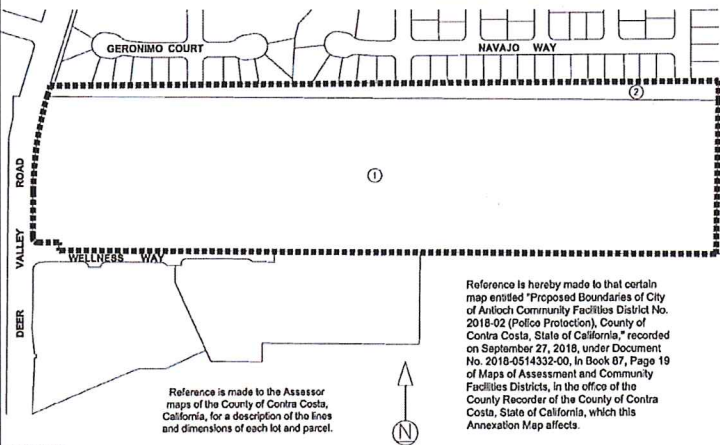
Deborah R. Cooper
County Clerk-Recorder
County of Contra Costa

By: _____
Deputy Recorder

Reference is made to that certain
map entitled "Proposed Boundaries of City
of Antioch Community Facilities District No.
2018-02 (Police Protection), County of
Contra Costa, State of California," recorded
on September 27, 2018, under Document
No. 2018-0514332-00, in Book 67, Page 19
of Maps of Assessment and Community
Facilities Districts, in the office of the
County Recorder of the County of Contra
Costa, State of California, which this
Annexation Map affects.

Reference is made to the Assessor
maps of the County of Contra Costa,
California, for a description of the lines
and dimensions of each lot and parcel.

PREPARED BY DCA



**CITY OF ANTIOCH
COMMUNITY FACILITIES DISTRICT NO. 2018-02
(POLICE PROTECTION)**

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Taxable Property in City of Antioch Community Facilities District No. 2018-02 (Police Protection) (County of Contra Costa) ("CFD No. 2018-02") and collected each Fiscal Year commencing in Fiscal Year 2018-19, in an amount determined by the Council through the application of the appropriate Special Tax for "Developed Property," as described below. All of the real property in CFD No. 2018-02, unless exempted by law or by the provisions hereof, shall be taxed for these purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2018-02: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or any designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs to the City, CFD No. 2018-02, or any designee thereof of complying with CFD No. 2018-02 or obligated persons disclosure requirements associated with the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 2018-02, or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2018-02 for any other administrative purposes of CFD No. 2018-02, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

DS

“Age-Restricted Residential Property” means all Assessor’s Parcels of Developed Property which are identified and designated as Active Adult Senior Housing pursuant to City Municipal Code Section 9-5.203

“Assessor’s Parcel” means a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel number.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel number.

“Authorized Services” means those services eligible to be funded by CFD No. 2018-02, as defined in the Resolution of Formation and authorized to be financed by CFD No. 2018-02 pursuant to Section 53313 and Section 53313.5 of the Act. CFD No. 2018-02 shall finance Authorized Services only to the extent that they are in addition to those provided in the territory of CFD No. 2018-02 before the CFD was created and such Authorized Services may not supplant services already available within CFD No. 2018-02 when the CFD was created.

“CFD Administrator” means an official of the City or CFD No. 2018-02, or any designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

“CFD No. 2018-02” means City of Antioch Community Facilities District No. 2018-02 (Police Protection) (County of Contra Costa).

“City” means the City of Antioch.

“City Manager” means the City Manager of the City of Antioch.

“Council” means the City Council of the City of Antioch, acting as the legislative body of CFD No. 2018-02.

“County” means the County of Contra Costa.

“Developed Property” means, for each Fiscal Year, all Assessor’s Parcels for which a Building Permit was issued after January 1, 2018 and on or before May 1 of the Fiscal Year preceding the Fiscal Year for which the Special Taxes are being levied.

“Dwelling Unit” means a building or portion thereof designed for and occupied in whole or part as a residence or sleeping place, either permanently or temporarily, by one (1) family and its guests, with sanitary facilities and one (1) kitchen provided within the unit. Boarding or lodging houses, dormitories, and hotels shall not be defined as Dwelling Units unless the land use permit specifies a residential use.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Land Use Class” means any of the classes listed in Table 1.

“Maximum Special Tax” means, for each Fiscal Year, the maximum Special Tax, determined in accordance with Section C, below, that can be levied on any Assessor’s Parcel.

“Multi-Family Residential Property” means, all Assessor’s Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing a residential structure consisting of more than two (2) Dwelling Units, including, but not limited to, triplexes, condominiums, and apartment units.

“Property Owner Association Property” means, for each Fiscal Year, any Assessor’s Parcel within the boundaries of CFD No. 2018-02 that is owned by or irrevocably offered for dedication to a property owner association, including any master or sub-association, not including any such property that is located directly under a residential or non-residential structure.

“Proportionately” means that the ratio of the actual annual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Developed Property.

“Public Property” means, for each Fiscal Year, (i) any property within the boundaries of CFD No. 2018-02 that is owned by or irrevocably offered for dedication to the federal government, the State, the City, or any other public agency; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act, as such section may be amended or replaced, shall be taxed and classified in accordance with its use; or (ii) any property within the boundaries of CFD No. 2018-02 that is encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

“Rate and Method of Apportionment” or **“RMA”** means this Rate and Method of Apportionment of Special Tax.

“Residential Property” means, for each Fiscal Year, all Assessor’s Parcels of Developed Property for which a Building Permit was issued after January 1, 2018 and on or before May 1 of the Fiscal Year preceding the Fiscal Year for which the Special Taxes are being levied, for purposes of constructing one (1) or more residential Dwelling Units.

“Resolution of Formation” means the resolution adopted by the Council pursuant to Section 53325.1 of the Act, establishing CFD No. 2018-02.

“San Francisco Urban Consumer Price Index” means, for each Fiscal Year, the Consumer Price Index published by the U.S. Bureau of Labor Statistics for All Urban Consumers in the San Francisco – Oakland – San Jose Area, measured as of the month of December in the calendar year that ends in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD

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Administrator that is reasonably comparable to the Consumer Price Index for the San Francisco – Oakland – San Jose Area.

“Services” means those services authorized to be financed by CFD No. 2018-02 pursuant to Section 53313 and Section 53313.5 of the Act. CFD No. 2018-02 shall finance Services only to the extent that they are in addition to those provided in the territory of CFD No. 2018-02 before such CFD was created and such Services may not supplant services already available within CFD No. 2018-02 when such CFD was created.

“Single Family Residential Property” means all Assessor’s Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing one single-family residential Dwelling Unit.

“Special Tax” or “Special Taxes” means the special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Developed Property to fund the Special Tax Requirement.

“Special Tax Requirement” means that amount to be collected in any Fiscal Year for CFD No. 2018-02 to pay for certain costs as required to meet the needs of CFD No. 2018-02 in that Fiscal Year. The costs to be covered shall be the direct costs for (i) Authorized Services, and (ii) Administrative Expenses; less (iii) a credit for funds available to reduce the annual Special Tax levy, if any, as determined by the CFD Administrator. Under no circumstances shall the Special Tax Requirement include debt service payments for debt financings by CFD No. 2018-02.

“State” means the State of California.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of CFD No. 2018-02 which are not exempt from the Special Tax pursuant to law or Section E below.

“Undeveloped Property” means, for each Fiscal Year, all property not classified as Developed Property, Property Owner Association Property, or Public Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Assessor’s Parcels, as applicable within CFD No. 2018-02, shall be classified by the CFD Administrator as Developed Property, Undeveloped Property, Property Owner Association Property, or Public Property, and shall be subject to annual Special Taxes in accordance with this Rate and Method of Apportionment as determined by the CFD Administrator pursuant to Sections C and D below. The CFD Administrator’s allocation of property to each type of Land Use Class shall be conclusive and binding. However, only Developed Property shall be subject to annual Special Taxes in accordance with the Rate and Method of Apportionment as determined pursuant to Sections C and D below. All Developed Property shall be assigned to Land Use Classes 1, 2, or 3 as listed in Table 1.

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C. MAXIMUM SPECIAL TAX RATE

1. Developed Property

a. Maximum Special Tax

The Maximum Special Tax for Fiscal Year 2018-19 for Developed Property is shown below. Under no circumstances shall a Special Tax be levied on additions to Dwelling Units which have been categorized in prior Fiscal Years as Developed Property.

TABLE 1

**Maximum Special Taxes for Developed Property
For Fiscal Year 2018-19
Community Facilities District No. 2018-02**

Table 1: Residential Property		
Land Use Class	Police Protection Services Special Tax	FY 2018-2019 Maximum Tax
1	Single Family Residential Property	\$473.93
2	Multi-Family Residential Property	\$300.16
3	Age-Restricted Residential Property	\$236.97

b. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2019, the Maximum Special Tax for Developed Property shall be increased annually by the greater of the change in the San Francisco Urban Consumer Price Index (during the twelve (12) months prior to December of the previous Fiscal Year) or two percent (2.00%), with a maximum annual increase of four (4.00%) percent for any given Fiscal Year.

2. Undeveloped Property

No Special Taxes shall be levied on Undeveloped Property.

3. Prepayment of Special Tax

No prepayment of the Special Tax shall be permitted in CFD No. 2018-02.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2018-19 and for each following Fiscal Year, the Council shall levy the annual Special Tax Proportionately for each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax, until the amount of Special Taxes equals the Special Tax Requirement.

E. EXEMPTIONS

In addition to Undeveloped Property being exempt from annual Special Taxes, no Special Tax shall be levied on Public Property or Property Owner Association Property. However, should an Assessor's Parcel no longer be classified as Public Property or Property Owner Association Property, such Assessor's Parcel shall, upon each reclassification, no longer be exempt from Special Taxes.

F. APPEALS AND INTERPRETATIONS

Any landowner or resident may file a written appeal of the Special Tax on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has thirty (30) days in which to appeal to the City Council by filing a written notice of appeal with the clerk of the City, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for the appellant's disagreement with the CFD Administrator's determination. The CFD Administrator may charge the appellant a reasonable fee for processing the appeal.

The City may interpret this Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner or resident appeals. Any decision of the City will be final and binding as to all persons.

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G. MANNER OF COLLECTION

The annual Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2018-02 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

H. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to CFD No. 2018-02 from time to time. As each annexation is proposed, an analysis may be prepared to determine the annual cost for providing Authorized Services to such parcels. Based on this analysis, any parcels to be annexed, pursuant to California Government Code Section 53339 *et seq.* will be assigned the approximate Maximum Special Tax rates when annexed.

I. TERM OF SPECIAL TAX

The Special Tax shall be levied in perpetuity as necessary to meet the Special Tax Requirement, unless no longer required to pay for Authorized Services as determined at the sole discretion of the Council.

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EXHIBIT "C"

**Property in City of Antioch
Community Facilities District No. 2018-02
(Police Protection)**

Annexation No. 9

The property in the City of Antioch Community Facilities District No. 2018-02 (Police Protection) Annexation No. 9 (County of Contra Costa) (State of California) is owned and identified as shown below:

<u>Owner</u>	<u>Assessor's Parcel Number</u>
AG EHC II (MTH) CA 2, L.P.	057-022-013
	055-071-026

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STAFF REPORT TO THE CITY COUNCIL

DATE: Special Meeting of November 15, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Phil Hoffmeister, Administrative Analyst II *PH*

APPROVED BY: John Samuelson, Public Works Director/City Engineer *JS*

SUBJECT: Resolution Annexing Certain Parcels of AG EHC II (MTH) CA 2, L.P. (Deer Valley Estates) into CFD No. 2022-01 (Public Services)

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution annexing certain parcels of AG EHC II (MTH) CA 2, L.P. (Deer Valley Estates), into Community Facilities Districts No. 2022-01 (Public Services).

FISCAL IMPACT

There is no immediately projected financial impact. Long term, the property owners will contribute to public services through Community Facilities Districts ("CFD") No. 2022-01.

DISCUSSION

Resolution No. 2022/49 adopted by City Council on March 22, 2022, authorizes the City to annex properties into CFD No. 2022-01 without further public hearings or formal elections, upon receipt of written consent from the owner(s).

As part of project approvals, AG EHC II (MTH) CA 2, L.P., is conditioned to annex parcels within their Deer Valley Estates residential development into a CFD for Public Services. Those parcels are:

<u>APNs</u>	<u>Owner</u>
057-022-013	AG EHC II (MTH) CA 2, L.P.
055-071-026	

The parcels are located at the northeast intersection of Deer Valley Road and Wellness Way and the attached Boundary Map (Attachment "B") shows the location of the parcels to be added as Annexation No. 2 to CFD No. 2022-01 for Public Services.

Items covered under the Public Services CFD include, but are not limited to, providing maintenance of neighborhood parks and landscaping, street lighting, stormwater facilities, and open space. Administration and reimbursement costs associated with the CFD are also covered.

The owner has provided consent and approval that all APNs be annexed to CFD No. 2022-01 (Attachment C). The owner has agreed and intends that such consent and approval constitute election to annex to CFD No. 2022-01 and approval of the authorization for the levy of the Special Tax within the property.

It is recommended that the City Council adopt the attached resolution (Attachment A) certifying and adding the above properties to CFD No. 2022-01 (Public Services). If approved by the City Council, an Amended Boundary Map and an Amendment of Notice of Special Tax Lien for CFD 2022-01 (Public Services) (Attachment D) shall be filed with the Contra Costa County Recorder's Office within fifteen (15) days of the resolution to annex.

ATTACHMENTS

- A. Resolution
- B. Consent and Election to Annex with Notary Acknowledgement
- C. Boundary Map of Annexation No. 2 to CFD No. 2022-01 (Public Services)
- D. Amended Notice of Special Tax Lien

ATTACHMENT "A"

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ANNEXING CERTAIN PARCELS OF AG EHC II (MTH) CA 2, L.P. (DEER
VALLEY ESTATES), INTO COMMUNITY FACILITIES DISTRICT NO. 2022-01
(PUBLIC SERVICES)**

WHEREAS, AG EHC II (MTH) CA 2, L.P., has given its written consent and approval for parcels 057-022-013 and 055-071-026 to be annexed into Community Facilities District ("CFD") No. 2022-01 (Public Services); and

WHEREAS, AG EHC II (MTH) CA 2, L.P., intends that such consent and approval constitutes election to annex into CFD No. 2022-01 (Public Services), and approval of the authorization for the levy of the Special Tax within the properties, respectively.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch that parcels 057-022-013 and 055-071-026 are hereby annexed into the CFD No. 2022-01 (Public Services).

* * * * *

I HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of the City of Antioch at a special meeting thereof; held on the 15th day of November 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

ATTACHMENT "B"

CONSENT AND ELECTION TO ANNEX REAL PROPERTY TO AN EXISTING COMMUNITY FACILITIES DISTRICT

CITY OF ANTIOCH COMMUNITY FACILITIES DISTRICT NO. 2022-01 (PUBLIC SERVICES)

TO: CITY COUNCIL OF THE CITY OF ANTIOCH IN ITS CAPACITY AS THE LEGISLATIVE BODY OF
THE ABOVE ENTITLED COMMUNITY FACILITIES DISTRICT:

1. The undersigned is the owner (the "Owner"), or the duly authorized representative of the Owner, of the real property as described in Exhibit A attached hereto and incorporated herein by reference (the "Property"), and in such capacity, possesses all legal authority necessary to execute this Consent and Election as and on behalf of the Owner in connection with the annexation of the Property to the District (as defined below).

The Owner is:

AG EHC II (MTH) CA 2, L.P.

(Type or print the Full Name of the Owner or Owners of the Property in the above spaces.)

2. The Owner is aware of and understands the following:
 - A. The City of Antioch has conducted proceedings pursuant to the "Mello-Roos Community Facilities Act of 1982", (Government Code Section 53311 and following) (the "Act") to form a community facilities district known and designated as COMMUNITY FACILITIES DISTRICT NO. 2022-01 (PUBLIC SERVICES) (the "District") to finance the increased demand for Public Services (the "Services") resulting from new development within the District. The services to be financed by the CFD comprise services ("Services") authorized to be financed pursuant to Section 53313 and 53313.5 of the Government Code. CFD 2022-01 shall finance Services only to the extent they are in addition to those provided in the territory of CFD 2022-01 before the CFD was created and such Services may not supplant services already available within CFD 2022-01 when the CFD was created.

For a full and complete description of the Public Services, reference is made to the final CFD Report, a copy of which is on file in the Office of the City Clerk. For all particulars, reference is made to said CFD Report.

- B. The City has also undertaken proceedings pursuant to Article 3.5 of the Act to provide for the future annexation of certain territory, including the Property, to the District. On March 22, 2022, the City held a public hearing as required by the Act, to consider the future annexation of such territory, including the Property, to the District. Notice of such hearing was given in the form and manner as required by law. A protest to such future annexation was not received from fifty percent (50%)

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or more of the registered voters, or six (6) registered voters, whichever is more, residing in the territory proposed to be annexed in the future or the owners of one-half or more of the area of land in the territory proposed to be annexed in the future. At the conclusion of such public hearing, the legislative body of the City did approve and provide for the annexation in the future upon the unanimous approval of the owner or owners of each parcel or parcels at the time that such parcel or parcels are annexed, without additional hearings.

THE UNDERSIGNED DOES HEREBY CERTIFY UNDER PENALTY OF PERJURY AS FOLLOWS:

3. The Owner consents and elects to and expressly approves annexation of the Property to the District and the authorization for the levy of the Special Tax within the Property without further public hearing and without an election conducted pursuant to the provisions of Government Code Section 53339.7 and Article 2 of the Act and the Elections Code of the State of California. Owner agrees and intends that such consent and approval constitutes Owner's election to annex the Property to the District and to approve the authorization for the levy of the Special Tax within the Property.
4. The Owner waives any right, which the Owner may have to make any protest or complaint or undertake any legal action challenging the validity of the proceedings of the City or the District to authorize the future annexation of the Property to the District or the authorization for the levy of the Special Tax within the Property, any necessity, requirement, right or entitlement for further public hearing or election pertaining to the annexation of the Property to the District and the levy of the Special Tax within the Property.
5. The Owner specifically authorizes the levy of the Special Tax on the Property pursuant to the rate and method of apportionment set forth in Exhibit B to pay for the authorized Public Services.

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Note:

1. Signatures of property owner(s) or representatives must be notarized.
2. Proof of Authorization to sign is required for Corporations, Partnerships, Limited Liability Companies, Trusts, etc.

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EXECUTED this 29th day of September 2022.

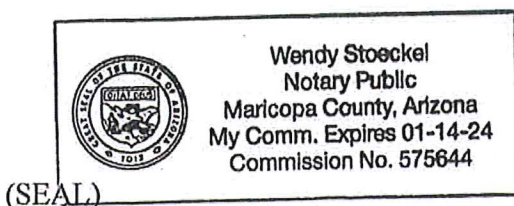
AG EHC II (MTH) CA 2, L.P., a Delaware
limited partnership

By: Essential Housing Asset Management, LLC,
an Arizona limited liability company,
its Authorized Agent

By: Steven S. Benson
Steven S. Benson, its Manager

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 29th day of September 2022, by Steven S. Benson, the manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (MTH) CA 2, L.P., a Delaware limited partnership, for and on behalf thereof.



Wendy Stoeckel
Notary Public

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**UNANIMOUS CONSENT OF
GENERAL PARTNER**

OF

AG EHC II (MTH) CA 2, L.P.

Dated as of January 7, 2022

The undersigned, being the sole general partner of AG EHC II (MTH) CA 2, L.P., a Delaware limited partnership (the “**Partnership**”), does hereby unanimously adopt the following resolutions and does hereby unanimously consent to the taking of the actions therein set forth:

RESOLVED, that **Steven S. Benson**, in his capacity as the manager of Essential Housing Asset Management, LLC, an Arizona limited liability company (the “**Authorized Agent**”) be, and hereby is, authorized, empowered and directed to enter into, execute and deliver on behalf of the Partnership, any and all documents relating to land bank transactions with Meritage Homes Corporation, a Maryland corporation, and its respective divisions and subsidiaries (“**MTH**”), including but not limited to (i) Option Agreements (each an “**Option Agreement**”); (ii) Construction Agreements (each a “**Construction Agreement**”), (iii) if the property is to be land banked is not owned by MTH, Nomination Agreements (each a “**Nomination Agreement**”) pursuant to which MTH shall assign to the Partnership the right to acquire the property from a third party seller at the close of escrow under the existing underlying acquisition agreement originally negotiated by MTH as buyer; and (iv) if the property is already owned by MTH, Purchase Agreements (each a “**Purchase Agreement**”) wherein MTH is the seller and the Partnership is the buyer (collectively, the “**Land Bank Documents**”), and all other agreements, certificates, documents or instruments contemplated by or relating to the transactions associated with the acquisition, platting, development, transfer and sale of the real properties (the “**Properties**”) which are the subject of the Land Bank Documents or which are required to be signed by the Partnership as contemplated by the underlying purchase agreement with the third party seller.

RESOLVED, that the Authorized Agent, acting alone, be, and hereby is, authorized and empowered to enter into, execute and deliver on behalf of the Partnership any and all amendments to any of the Land Bank Documents, but only on terms and conditions acceptable to the undersigned (as may be evidenced by electronic mail from Ryan Mollett or Bryan Rush on behalf of the undersigned).

RESOLVED, that the Authorized Agent, acting alone, on the direction of the undersigned, be, and hereby is, authorized and empowered for, on behalf and in the name of the Partnership, to execute and deliver: (i) any and all plats, maps, permits, applications for permits or other development matters, certificates, tax filings, tax license forms, agreements, documents, annexation agreements, development agreements, intergovernmental agreements and other instruments, and (ii) all documents and instruments and filings necessary in connection with the sale of land in the jurisdictions in which the Properties are located or which are necessary or which the Authorized Agent, in consultation with the undersigned, may determine to be advisable or expedient in connection with the foregoing (or as may be required by any municipality or utility provider or by any escrow agent handling, or title insurer involved with, the closing of the

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sale of all or any portion of any of the Properties), including but not limited to, assignments, plats, deeds or maps of dedication, condominium plans and documents, easements, declarations of easements and restrictions, CC&R's and condominium declarations and annexation documents (and any supplements thereto), subdivision assurance agreements, documents relating to the formation of, or annexation into, any communities facilities, community development or utility district or similar district, notices, utility district notices, special tax notices, authorizations, affidavits of property value, grant, bargain and sale, warranty or quit claim deeds conveying all or any portion of the Properties, non-foreign person affidavits, contracts, agreements, service contracts, certificates, together with any extensions, renewals, modifications or amendments to any one or more of the foregoing, and all such instruments and documents signed by the Authorized Agent in connection with any of the foregoing resolutions are hereby ratified, approved and confirmed as being done for and on behalf of the Partnership.

IN WITNESS WHEREOF, the undersigned has set its hand as of the day and year first above written.

AG EHC II CA 2 GP, LLC,
as General Partner

By: Angelo, Gordon & Co., L.P.,
its Manager

By: 

Gregory Shalette, Deputy General Counsel

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EXHIBIT A

**CONSENT AND ELECTION TO ANNEX REAL PROPERTY TO AN EXISTING
COMMUNITY FACILITIES DISTRICT**

**CITY OF ANTIOCH
COMMUNITY FACILITIES DISTRICT No. 2022-01
(PUBLIC SERVICES)**

ANNEXATION No. 2

**057-022-013
055-071-026**

ASSESSOR'S PARCEL NUMBER(S)

**CITY OF ANTIOCH
COMMUNITY FACILITIES DISTRICT No. 2022-01
(PUBLIC SERVICES)**

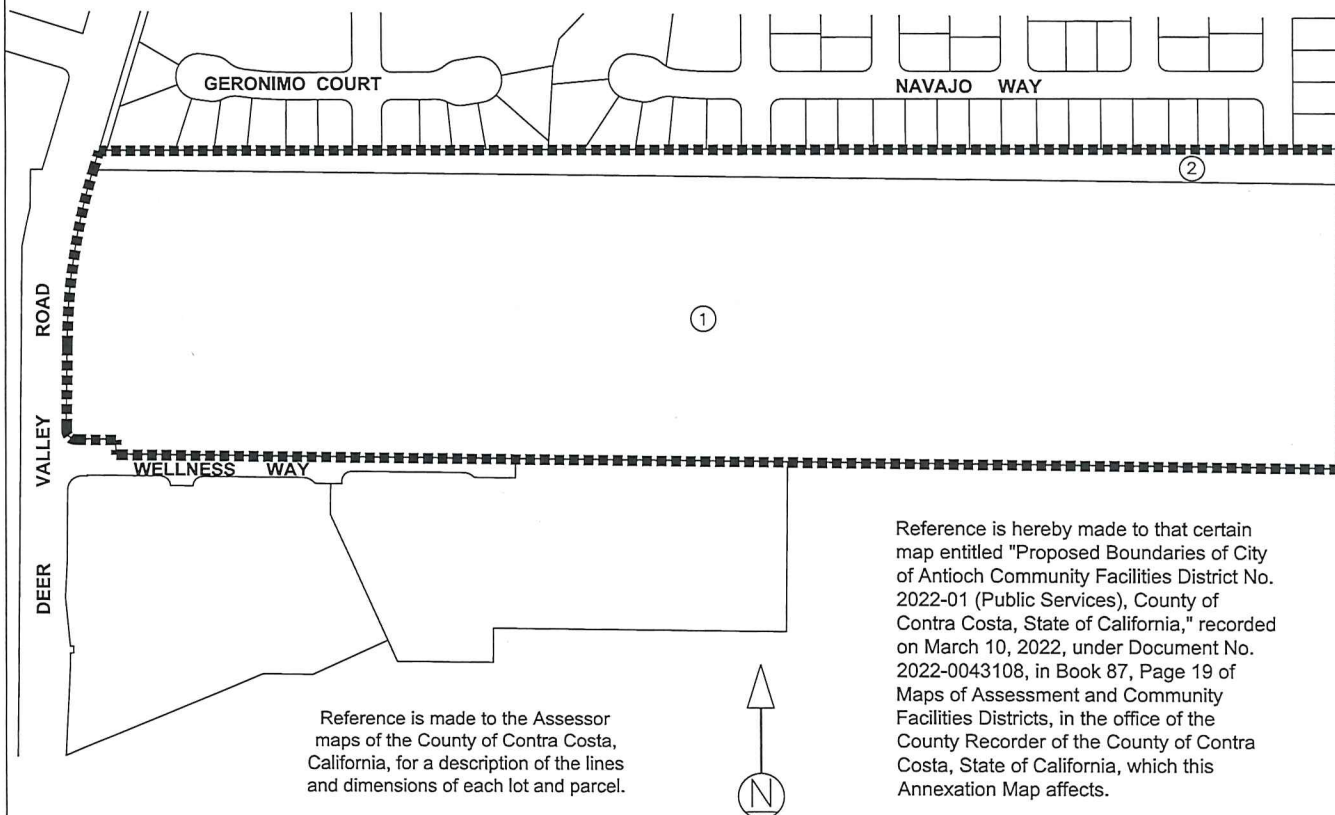
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**ANNEXATION MAP NO. 2 OF
CITY OF ANTIOCH
COMMUNITY FACILITIES DISTRICT NO. 2022-01
(PUBLIC SERVICES)
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA**

LEGEND

Proposed Boundaries of Annexation
Map No. 2 of City of Antioch Community
Facilities District No. 2022-01
(Public Services),
Contra Costa County, California

Assessment Number	Assessor Parcel Number
1	057-022-013
2	055-071-026



- (1) Filed in the office of the Clerk of the City of Antioch this ____ day of _____, 2022.

Elizabeth Householder,
Clerk of the City of Antioch, California

- (2) I hereby certify that the within map showing the proposed boundaries of Annexation Map No. 2 of City of Antioch Community Facilities District No. 2022-01 (Public Services), City of Antioch, County of Contra Costa, State of California, was approved by the City Council of the City of Antioch at a regular meeting thereof, held on the ____ day of _____, 2022, by its Resolution No. _____.

Elizabeth Householder,
Clerk of the City of Antioch, California

- (3) Contra Costa County Recorder's Certificate

This map has been filed under Document Number _____, this ____ day of _____, 2022, at ____ m., in Book _____ of Maps of Assessment and Community Facilities Districts at page _____, in the office of the County Recorder in the County of Contra Costa, State of California, at the request of the City of Antioch in the amount of \$_____.

Deborah R. Cooper
County Clerk-Recorder
County of Contra Costa

By: _____

Deputy Recorder

ATTACHMENT "C"

ATTACHMENT "D"

RECORDED AT REQUEST OF:

**City of Antioch
Public Works Department
Engineering & Development Services Division
Attn: Phil Hoffmeister
200 "H" Street
P.O. Box 5007
Antioch, CA 94531-5007**

THIS SPACE FOR RECORDERS

USE ONLY

(No fee for recording pursuant to Government Code §27383)

**Amendment to the Notice of Special Tax Lien
(Notice of Annexation)
Annexation No. 2
City of Antioch
Community Facilities District No. 2022-01
(Public Services)**

ASSESSOR'S PARCEL NUMBERS:

057-022-013

055-071-026

**City of Antioch
County of Contra Costa
State of California**

November 2022

**AMENDMENT TO THE NOTICE OF SPECIAL TAX LIEN
(NOTICE OF ANNEXATION)**

ANNEXATION NO. 2

**CITY OF ANTIOCH
COMMUNITY FACILITIES DISTRICT NO. 2022-01
(PUBLIC SERVICES)**

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code and Section 53339.8 of the Government Code, the undersigned City Clerk of the City of Antioch, acting for and on behalf of the legislative body of the CITY OF ANTIOCH, COMMUNITY FACILITIES DISTRICT NO. 2022-01 (PUBLIC SERVICES) (the "District"), COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, HEREBY GIVES NOTICE that a lien is hereby imposed to secure payment of a special tax which the City Council of the City of Antioch, County of Contra Costa, State of California, acting in its capacity as the legislative body of such Community Facilities District is authorized to annually levy for the following purpose:

To finance increased demand for Public Services resulting from new development within the District.

The special tax is authorized to be levied on the property described in Exhibit A attached hereto (the "Annexed Property") which has been annexed to the District, which has now been officially formed, and the lien of the special tax is a continuing lien, which shall secure each annual levy of the special tax and which shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied and cancelled in accordance with law or until the special tax ceases to be levied and an notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Government Code.

The rate and method of apportionment of the authorized special tax is as shown on the attached, referenced and incorporated Exhibit B, and the special tax shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for *ad valorem* taxes; provided, however, as applicable, the legislative body of the District may, by resolution, establish and adopt an alternative or supplemental collection procedure as necessary.

Notice is further given that upon the recording of this notice in the office of the County Recorder, the obligation to pay the special tax levy shall become a lien upon the Annexed Property in accordance with Section 3115.5 of the Streets and Highways Code.

The name(s) of the owner(s) of the Annexed Property as he or she (they) appear(s) on the Preliminary Report No. 0192-6683295 issued by First American Title Company dated August 2, 2022 for the Annexed Property and Assessor's tax parcel numbers of all

parcels or any portion thereof which are included within the Annexed Property are as set forth on the attached, referenced and incorporated Exhibit C.

Reference is made to the following:

1. "Proposed Boundaries of City of Antioch Community Facilities District No. 2022-01 (Public Services), County of Contra Costa, State of California", recorded on March 10, 2022 under Document No. 2022-0043108, in Book 87, Page 19 of Maps of Assessment and Community Facilities Districts, in the Office of the County Recorder of the County of Contra Costa, State of California.
2. "City of Antioch Community Facilities District No. 2022-01 (Public Services), Rate and Method of Apportionment of Special Tax" attached as Exhibit B to Resolution No. 2022/49 adopted by the City of Antioch City Council on March 22, 2022.
3. "Notice of Special Tax Lien, City of Antioch, Community Facilities District No. 2022-01 (Public Services) (County of Contra Costa)", recorded on May 20, 2022 under Document No. 2022-0086171, in the Office of the County Recorder of the County of Contra Costa, State of California.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the following designated person:

Dated: _____

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT A

CONSENT AND ELECTION TO ANNEX REAL PROPERTY TO AN EXISTING COMMUNITY FACILITIES DISTRICT

CITY OF ANTIOCH COMMUNITY FACILITIES DISTRICT No. 2022-01 (PUBLIC SERVICES)

ANNEXATION No. 2

057-022-013
055-071-026

ASSESSOR'S PARCEL NUMBER(S)

CITY OF ANTIOCH COMMUNITY FACILITIES DISTRICT No. 2022-01 (PUBLIC SERVICES)

SHEET 1 OF 1

**ANNEXATION MAP NO. 2 OF
CITY OF ANTIOCH
COMMUNITY FACILITIES DISTRICT NO. 2022-01
(PUBLIC SERVICES)
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA**

LEGEND
Proposed Boundaries of Annexation
Map No. 2 of City of Antioch Community
Facilities District No. 2022-01
(Public Services),
Contra Costa County, California

Assessment Number	Assessor Parcel Number
1	057-022-013
2	055-071-026

Reference is made to the Assessor
maps of the County of Contra Costa,
California, for a description of the lines
and dimensions of each lot and parcel.

Reference is hereby made to that certain
map entitled "Proposed Boundaries of City
of Antioch Community Facilities District No.
2022-01 (Public Services), County of
Contra Costa, State of California," recorded
on March 10, 2022, under Document No.
2022-0043108, in Book 87, Page 19 of
Maps of Assessment and Community
Facilities Districts, in the office of the
County Recorder of the County of Contra
Costa, State of California, which this
Annexation Map affects.

(1) Filed in the office of the Clerk of the City of
Antioch this ____ day of ____, 2022.

Elizabeth Householder,
Clerk of the City of Antioch, California

(2) I hereby certify that the within map showing the
proposed boundaries of Annexation Map No. 2 of
City of Antioch Community Facilities District No.
2022-01 (Public Services), City of Antioch, County of
Contra Costa, State of California, was approved by
the City Council of the City of Antioch at a regular
meeting thereof, held on the ____ day of ____,
2022, by its Resolution No. ____.

Elizabeth Householder,
Clerk of the City of Antioch, California

(3) Contra Costa County Recorder's Certificate

This map has been filed under Document Number
____, this ____ day of ____, 2022, at ____ m., in Book
____ of Maps of Assessment and Community
Facilities Districts at page ____ in the office of
the County Recorder in the County of Contra Costa,
State of California, at the request of the City of
Antioch in the amount of \$ ____.

Deborah R. Cooper
County Clerk-Recorder
County of Contra Costa

By: _____
Deputy Recorder

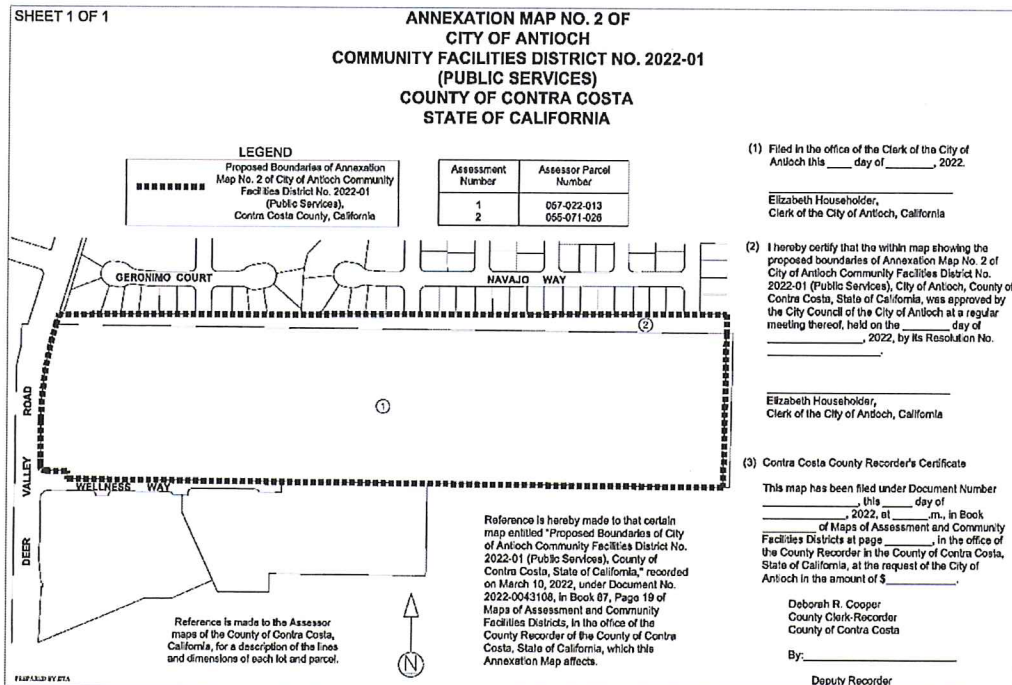


EXHIBIT B

RATE AND METHOD OF APPORTIONMENT FOR CITY OF ANTIOCH

COMMUNITY FACILITIES DISTRICT NO. 2022-01 (PUBLIC SERVICES)

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Taxable Property in City of Antioch Community Facilities District No. 2022-01 (Public Services) (County of Contra Costa) ("CFD No. 2022-01") and collected each Fiscal Year commencing in Fiscal Year 2021-22, in an amount determined by the Council through the application of the appropriate Special Tax for "Developed Property," as described below. All of the real property in CFD No. 2022-01, unless exempted by law or by the provisions hereof, shall be taxed for these purposes, to the extent and in the manner herein provided.

A DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map, parcel map, condominium plan, record of survey, or other recorded County parcel map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2022-01: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or any designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs to the City, CFD No. 2022-01, or any designee thereof of complying with CFD No. 2022-01 or obligated persons disclosure requirements associated with the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 2022-01, or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2022-01 for any other administrative purposes of CFD No. 2022-01, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

"Authorized Services" means those services eligible to be funded by CFD No. 2022-01, as defined in the Resolution of Formation and authorized to be financed by CFD No. 2022-01 pursuant to Section 53313 and Section 53313.5 of the Act. CFD No. 2022-01 shall finance Authorized Services only to the extent that they are in addition to those provided in the territory of CFD No. 2022-01 before the CFD was created and such Authorized Services may not supplant services already available within CFD No. 2022-

01 when the CFD was created.

"Building Permit" means a permit issued by the City or other governmental agency for the construction of a residential or non-residential building on an Assessor's Parcel.

"CFD Administrator" means an official of the City or CFD No. 2022-01, or any designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"CFD No. 2022-01" means City of Antioch Community Facilities District No. 2022-01 (Public Services) (County of Contra Costa).

"City" means the City of Antioch.

"City Landscape and Stormwater Maintenance Standards" means the then applicable landscape and stormwater maintenance standards or then applicable level of services for then applicable landscape and stormwater maintenance contracts executed by the City that are in effect and relate to similar landscape and stormwater improvements.

"City Manager" means the City Manager of the City of Antioch.

"Council" means the City Council of the City of Antioch, acting as the legislative body of CFD No. 2022-01.

"County" means the County of Contra Costa.

"Developed Property" means, for each Fiscal Year, all Assessor's Parcels for which a Building Permit was issued after January 1, 2021 and on or before May 1 of the Fiscal Year preceding the Fiscal Year for which the Special Taxes are being levied.

"Dwelling Unit" means a building or portion thereof designed for and occupied in whole or part as a residence or sleeping place, either permanently or temporarily, by one (1) family and its guests, with sanitary facilities and one (1) kitchen provided within the unit. Boarding or lodging houses, dormitories, and hotels shall not be defined as Dwelling Units unless the land use permit specifies a residential use. For purposes of determining the Special Tax due, any "second unit" or "accessory dwelling unit" (as determined pursuant to Section 65852.2 of the Government Code) shall be considered a separate Dwelling Unit and shall be subject to this Special Tax.

"Exempt Welfare Property" means, for each Fiscal Year, an Assessor's Parcel that is (a) receiving a welfare exemption under subdivision (g) of Section 214 of the California Revenue and Taxation Code (or any successor statute), as indicated in the County's assessor's roll finalized as of January 1 of the previous Fiscal Year, and (b) exempt from the Special Tax pursuant to Section 53340(c) of the Act.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Future Annexation Area" means the geographic area specifically identified as Future Annexation Area in Exhibit A of this Rate and Method of Apportionment.

"Land Use Class" means any of the classes listed in Table 1 and Table 2. For property that annexes into CFD No. 2022-01, different Land Use Classes may be established by creating a separate Tax Zone for such annexed property.

"Maximum Special Tax" means, for each Fiscal Year, the maximum Special Tax, determined in accordance with Section C, below, that can be levied on any Assessor's

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Parcel. For property that annexes into CFD No. 20121-01, a different Maximum Special Tax may be established by creating a separate Tax Zone for such annexed property.

"Notice of Amended Special Tax Lien" means a notice that needs to be recorded with the County after the City determines that the Special Tax has been authorized by the Property Owners of annexed properties. The Notice of Amended Special Tax Lien will include a description of the Special Tax and the name of the Property Owner of each Assessor Parcel being annexed into CFD No. 2022-01. The CFD Administrator shall prepare and record the notice.

"Property Owner" means the owner of fee title to an Assessor Parcel.

"Property Owner Association" means any association formed to represent residential housing interests in CFD No. 2022-01, which also has the resources to manage and maintain Property Owner Association Property or similar.

"Property Owner Association Property" means, for each Fiscal Year, any Assessor's Parcel within the boundaries of CFD No. 2022-01 that is owned by or irrevocably offered for dedication to a property owner association, including any master or sub-association, not including any such property that is located directly under a residential or non-residential structure.

"Proportionately" means that the ratio of the actual annual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Developed Property.

"Public Property" means, for each Fiscal Year, (i) any property within the boundaries of CFD No. 2022-01 that is owned by or irrevocably offered for dedication to the federal government, the State, the City, or any other public agency; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act, as such section may be amended or replaced, shall be taxed and classified in accordance with its use; or (ii) any property within the boundaries of CFD No. 2022-01 that is encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

"Rate and Method of Apportionment" or **"RMA"** means this Rate and Method of Apportionment of Special Tax.

"Residential Property" means all Assessor's Parcels of Developed Property for which a Building Permit has been issued by the County for purposes of constructing one or more residential Dwelling Units.

"Residential Property – In Compliance" means a definition of Residential Property that is only relevant for the purpose of calculating the annual Neighborhood Park & Street Lighting Maintenance Special Tax, the Stormwater Special Tax and the Open Space Maintenance Special Tax components, as identified in Table 2, and shall be applied each Fiscal Year only to Residential Property for which a Property Owner Association and/or the property owner, or any designee thereof, of the Residential Property has notified the City in writing by the February 1st preceding the Fiscal Year that it wishes to assume responsibility for maintaining its parcel's frontage landscaping, and stormwater and the City Manager or his/her designee has determined that the Property Owner Association and/or Property Owner, or any designee thereof, has maintained its parcel's frontage landscaping and stormwater in previous Fiscal Years to City Landscape and Stormwater Maintenance Standards. In addition, in order for any Residential Property to be defined

as Residential Property – In Compliance, all Residential Properties within the boundaries of CFD No. 2022-01, as defined in the Resolution of Formation, must also be defined as Residential Property – In Compliance. With respect to future development in Assessor's Parcels not identified in the Resolution of Formation, Residential Property – In Compliance status will be evaluated based on the Unanimous Approval Form prepared for those Assessor's Parcels at the time of annexation, pursuant to the Act.

"Residential Property – Out of Compliance" means all Residential Property that is not Residential Property – In Compliance.

"Resolution of Formation" means the resolution adopted by the Council pursuant to Section 53325.1 of the Act, establishing CFD No. 2022-01.

"San Francisco Urban Consumer Price Index" means, for each Fiscal Year, the Consumer Price Index published by the U.S. Bureau of Labor Statistics for All Urban Consumers in the San Francisco – Oakland – San Jose Area, measured as of the month of December in the calendar year that ends in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Consumer Price Index for the San Francisco – Oakland – San Jose Area.

"Special Tax" or "Special Taxes" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property to fund the Special Tax Requirement.

"Special Tax Component" means one of the following components of the Special Tax: Neighborhood Parks & Street Lighting Maintenance Special Tax, Neighborhood Landscape Maintenance Special Tax, Stormwater Maintenance Special Tax, and/or Open Space Maintenance Special Tax, as identified in Table 1 and Table 2.

"Special Tax Requirement" means that amount to be collected in any Fiscal Year for CFD No. 2022-01 to pay for certain costs as required to meet the needs of CFD No. 2022-01 in that Fiscal Year. The costs to be covered shall be the direct costs for (i) Authorized Services, and (ii) Administrative Expenses; less (iii) a credit for funds available to reduce the annual Special Tax levy, if any, as determined by the CFD Administrator. Under no circumstances shall the Special Tax Requirement include debt service payments for debt financings by CFD No. 2022-01.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 2022-01 which are not exempt from the Special Tax pursuant to law or Section E below.

"Tax Zone" means mutually exclusive geographic areas defined herein and identified in Exhibit A of this Rate and Method of Apportionment. All of the property within CFD No. 2022-01 at the time of CFD Formation is located within Tax Zone 1. Additional Tax Zones may be created when Assessor Parcels are annexed into CFD No. 2022-01. A separate Maximum Special Tax shall be identified for Assessor Parcels within the new Tax Zone at the time of such annexation. The Assessor Parcels included within a new Tax Zone shall be identified in the Unanimous Approval Form.

"Tax Zone 1" means the geographic area specifically identified in Tax Zone 1 in Exhibit A of this Rate and Method of Apportionment.

"Unanimous Approval Form" means the form executed by the Property Owner(s) of the

Assessor Parcel(s) to be annexed into CFD No. 2022-01 that constitutes the Property Owner's approval and unanimous vote in favor of annexation into CFD No. 2022-01.

"Undeveloped Property" means, for each Fiscal Year, all property not classified as Developed Property, Property Owner Association Property, or Public Property.

B ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Assessor's Parcels, as applicable within CFD No. 2022-01, shall be classified by the CFD Administrator as Developed Property, Undeveloped Property, Property Owner Association Property, or Public Property, and shall be subject to annual Special Taxes in accordance with this Rate and Method of Apportionment as determined by the CFD Administrator pursuant to Sections C and D below. The CFD Administrator's allocation of property to each type of Land Use Class shall be conclusive and binding. However, only Developed Property shall be subject to annual Special Taxes in accordance with the Rate and Method of Apportionment as determined pursuant to Sections C and D below. The CFD Administrator shall also determine the Tax Zone within which each Assessor's Parcel is located.

C MAXIMUM SPECIAL TAX RATE

C.1 *Developed Property*

C.1.a *Maximum Special Tax*

The Maximum Special Tax for Fiscal Year 2021-22 for Developed Property is shown below. Under no circumstances shall a Special Tax be levied on additions to Dwelling Units which have been categorized in prior Fiscal Years as Developed Property. For property that annexes into CFD No. 2022-01, different maximum rates may be established by creating a separate Tax Zone for such annexed property. Alternatively, property may be annexed into a Tax Zone, that was established prior to the annexation, and such property shall be subject to the Maximum Special Tax applicable to that Tax Zone.

Table 1: Maximum Special Taxes for Developed Property – Out of Compliance
Tax Zone 1 of Community Facilities District No. 2022-01
For Fiscal Year 2021-22

Land Use	Description	FY 2021-22 Maximum Special Tax
Residential Property (Out of Compliance)		
Special Tax Component (Per Dwelling Unit)		
Neighborhood Park & Street Lighting Maintenance Special Tax		\$598.42
Neighborhood Landscape Maintenance Special Tax		\$541.37
Stormwater Maintenance Special Tax		\$126.04
Open Space Maintenance Special Tax		\$47.79
Total:		\$1,313.62

**Table 2: Maximum Special Taxes for Developed Property – In Compliance
Tax Zone 1 of Community Facilities District No. 2022-01
For Fiscal Year 2021-22**

Land Use	Description	FY 2021-22 Maximum Special Tax
Residential Property (In Compliance)		
Special Tax Component (Per Dwelling Unit)		
Neighborhood Park & Street Lighting Maintenance Special Tax		\$598.42
Neighborhood Landscape Maintenance Special Tax		N/A
Stormwater Maintenance Special Tax		\$74.43
Open Space Maintenance Special Tax		\$47.79
Total:		\$720.64

C.1.b Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2022, the Maximum Special Tax for Developed Property shall be increased annually by the greater of the change in the San Francisco Urban Consumer Price Index (during the twelve (12) months prior to December of the previous Fiscal Year) and two percent (2.00%), with a maximum annual increase of four (4.00%) percent for any given Fiscal Year.

C.2 Undeveloped Property

No Special Taxes shall be levied on Undeveloped Property.

C.3 Prepayment of Special Tax

No prepayment of the Special Tax shall be permitted in CFD No. 2022-01.

D METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2021-22 and for each following Fiscal Year, the Council shall levy the annual Special Tax Proportionately for each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax, until the amount of Special Taxes equals the Special Tax Requirement.

E EXEMPTIONS

In addition to Undeveloped Property being exempt from annual Special Taxes, no Special Tax shall be levied on Public Property or Property Owner Association Property. However, should an Assessor's Parcel no longer be classified as Public Property or Property Owner Association Property, such Assessor's Parcel shall, upon each reclassification, no longer be exempt from Special Taxes.

No Special Tax shall be levied on any Assessor's Parcel in any Fiscal Year in which such Assessor's Parcel is classified as Exempt Welfare Property.

F REVIEW/APPEAL PROCESS

Any landowner or resident may file a written appeal of the Special Tax on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator

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deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has thirty (30) days in which to appeal to the City Council by filing a written notice of appeal with the clerk of the City, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for the appellant's disagreement with the CFD Administrator's determination. The CFD Administrator may charge the appellant a reasonable fee for processing the appeal.

The City may interpret this Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner or resident appeals. Any decision of the City will be final and binding as to all persons.

G MANNER OF COLLECTION

The Special Tax will be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2022-01 may directly bill the Special Tax, may collect Special Tax levies at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

H FUTURE ANNEXATIONS

If, in any Fiscal Year, a Property Owner within the Future Annexation Area wants to annex property into CFD No. 2022-01, the CFD Administrator shall apply the following steps as part of the annexation proceedings:

First: Working with the City and the Property Owner, the CFD Administrator shall determine the Maximum Special Tax that will apply to all Land Use Classes expected within the area to be annexed. Once determined, the Maximum Special Tax for the annexing area shall be identified in the Unanimous Approval Form which will be executed by the Property Owner as part of the annexation process. If the Maximum Special Tax that will apply to the annexed area is different than the Maximum Special Tax that is in effect for other Tax Zones that exist at the time of the annexation, the newly annexed area shall be designated as a separate Tax Zone for purposes of this Rate and Method of Apportionment.

Second: The Unanimous Approval Form shall be executed by the Property Owner(s) of the Assessor Parcel(s) annexing into CFD No. 2022-01. No additional hearings or procedures shall be required, as the executed Unanimous Approval Form shall be deemed to constitute a unanimous vote in favor of the authorization to levy the Special Tax of CFD No. 2022-01 on the Assessor Parcel(s).

Third: The CFD Administrator shall prepare an annexation boundary map and a Notice of Amended Special Tax Lien for the properties to be annexed into CFD No. 2022-01. Once the City has determined the Special Tax has been authorized by the Properties Owner(s), the CFD Administrator shall ensure the annexation boundary map and Notice of Amended Special Tax Lien are recorded with the County.

I TERM OF SPECIAL TAX

The Special Tax shall be levied in perpetuity as necessary to meet the Special Tax Requirement, unless no longer required to pay for Authorized Services as determined at the sole discretion of the City.

EXHIBIT A

IDENTIFICATION OF TAX ZONES

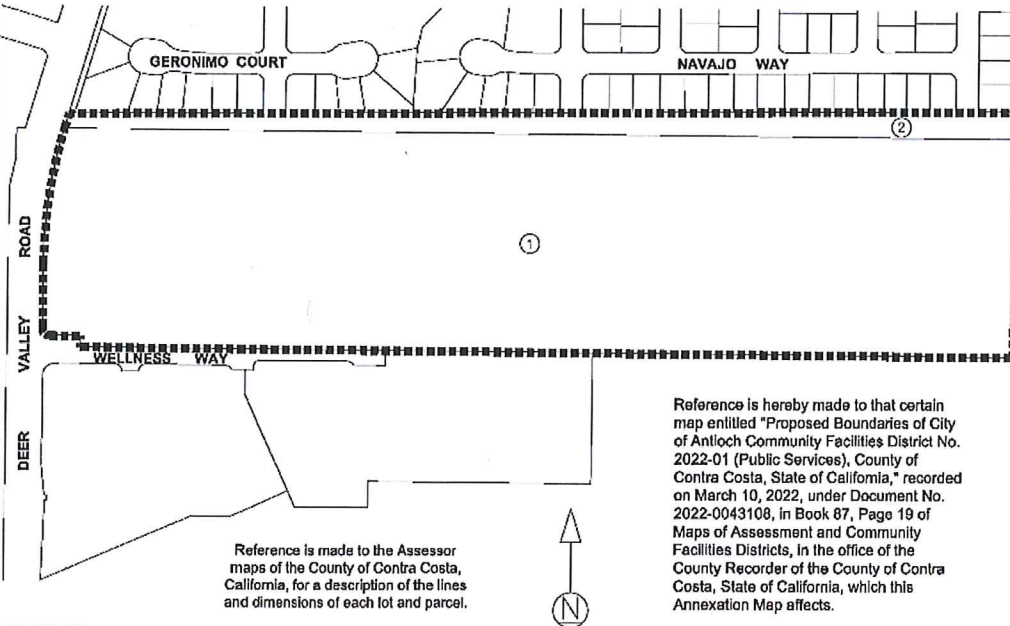
D13

**ANNEXATION MAP NO. 2 OF
CITY OF ANTIOCH
COMMUNITY FACILITIES DISTRICT NO. 2022-01
(PUBLIC SERVICES)
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA**

LEGEND

Proposed Boundaries of Annexation
Map No. 2 of City of Antioch Community
Facilities District No. 2022-01
(Public Services),
Contra Costa County, California

Assessment Number	Assessor Parcel Number
1	057-022-013
2	055-071-026



PREPARED BY DTA

- (1) Filed in the office of the Clerk of the City of Antioch this ____ day of ____, 2022.

Elizabeth Householder,
Clerk of the City of Antioch, California

- (2) I hereby certify that the within map showing the proposed boundaries of Annexation Map No. 2 of City of Antioch Community Facilities District No. 2022-01 (Public Services), City of Antioch, County of Contra Costa, State of California, was approved by the City Council of the City of Antioch at a regular meeting thereof, held on the ____ day of ____, 2022, by its Resolution No. ____.

Elizabeth Householder,
Clerk of the City of Antioch, California

- (3) Contra Costa County Recorder's Certificate

This map has been filed under Document Number _____, this ____ day of _____, 2022, at ____ m., in Book _____ of Maps of Assessment and Community Facilities Districts at page _____. In the office of the County Recorder in the County of Contra Costa, State of California, at the request of the City of Antioch in the amount of \$_____.

Deborah R. Cooper
County Clerk-Recorder
County of Contra Costa

By: _____

Deputy Recorder

D14

EXHIBIT C

**Property in City of Antioch
Community Facilities District No. 2022-01
(Public Services)**

Annexation No. 2

The property in the City of Antioch Community Facilities District No. 2022-01 (Public Services) Annexation No. 2 (County of Contra Costa) (State of California) is owned and identified as shown below:

<u>Owner</u>	<u>Assessor's Parcel Numbers</u>
AG EHC II (MTH) CA 2, L.P.	057-022-013 055-071-026

DIS



STAFF REPORT TO THE CITY COUNCIL

DATE: Special Meeting of November 15, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Rosanna Bayon Moore, Assistant City Manager *RBM*

SUBJECT: California Assembly Bill (AB) 844: Green Empowerment Zone

RECOMMENDED ACTION

It is recommended that the City Council receive the presentation, adopt a resolution regarding the City of Antioch's intent to participate in the Green Empowerment Zone and designate one representative who shall serve a two (2) year term.

FISCAL IMPACT

None at this time. The members of the board of directors shall serve without compensation.

DISCUSSION

California State Assemblymember Tim Grayson authored AB 844, signed into law on September 28, 2021. AB 844 shall remain in effect until January 1, 2028 as Chapter 34, Division 7 of Title 1 of the Government Code.

AB 844 established the Green Empowerment Zone ("Zone") for the Northern Waterfront area of Contra Costa County. The Zone includes the cities of Antioch, Benicia, Brentwood, Concord, Hercules, Martinez, Oakley, Pittsburg, Vallejo and the unincorporated portion of Contra Costa County north of CA State Highway 4. The intent of the Zone is to prioritize access to tax incentives, grants, loan programs, workforce training programs, and private sector investment in the renewable energy sector.

AB 844 defines the governing structure as a 40-member board of directors with seven stakeholder groups serving as voting directors. The stakeholder groups and number of voting representatives allocated to each are as follows:

1. Local government - 10
2. Large employers - 5
3. State government - 5
4. Small business & economic development - 5
5. Universities, laboratories & foundations with green energy expertise – 5
6. private sector organized labor organizations – 5

7. Workforce development, public & private educational entities - 5

Each city and the county shall select one representative who serves a two-year term on the board of directors. An executive board of directors shall also be established that consists of the chair, two deputy chairs and up to seven members of the board of directors.

The duties of the Zone are:

1. To identify projects and programs that best utilize public dollars and most quickly improve the economic vitality of the clean energy economy in a coordinated manner.
2. To work with members of the state's congressional delegation and federal officials to gain critical federal support.
3. To partner with research and educational institutions and private foundations in support of studies of interest and importance to the energy industry in the Northern Waterfront area of the County of Contra Costa.
4. To review state policies and regulations to ensure they are fair and appropriate and determine whether alternative approaches can accomplish goals in less costly ways.
5. To make recommendations to the Governor that improve the economic well-being of the region and the quality of life of residents.
6. To create and maintain a website that is managed and updated by an entity designated by the board of directors.

At this time, it requested that the Antioch City Council consider the City's intent to participate in the Zone and select a representative to serve on the board of directors.

ATTACHMENTS

- A. Resolution
- B. Legislative Counsel's Digest for Assembly Bill No. 844

RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
CONFIRMING THE CITY'S INTENTION TO PARTICIPATE IN THE GREEN
EMPOWERMENT ZONE ("ZONE") AND APPOINTING INSERT NAME OF
APPOINTEE AFTER APPOINTMENT TO THE GREEN EMPOWERMENT ZONE
BOARD OF DIRECTORS FOR A TWO-YEAR TERM**

WHEREAS, Assembly Bill (AB) 844 established the Green Empowerment Zone ("Zone") for the Northern Waterfront area of Contra Costa County; and

WHEREAS, the intent of the Zone is to prioritize access to tax incentives, grants, loan programs, workforce training programs, and private sector investment in the renewable energy sector; and

WHEREAS, the Zone includes the cities of Antioch, Benicia, Brentwood, Concord, Hercules, Martinez, Oakley, Pittsburg, Vallejo and the unincorporated portion of Contra Costa County north of CA State Highway 4; and

WHEREAS, at this time the State of California requires affirmative action on the part of the City of Antioch to confirm its participation and interest in the Zone; and

WHEREAS, AB 844 defines the Zone's governing structure as a 40 member board of directors with seven stakeholders entities serving as voting directors, the largest of which is the local government stakeholder group; and

WHEREAS, there is currently one (1) full-term 2 year vacancy on the Green Empowerment Zone Board of Directors; and

WHEREAS, Antioch Municipal Code Section 2-5.201 requires that the Mayor nominate candidates for membership on all boards and commissions and requires that the City Council approve, by a majority vote, the appointment of said nominee; and

WHEREAS, Mayor Lamar A. Thorpe has nominated insert name of appointee after appointment to the one (1) full-term vacancy on the Green Empowerment Zone board of directors.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby confirms its interest in participating in the Zone, approves the Mayor's nomination of insert name of appointee after appointment to the (1) one full-term vacancy and appoints him/her to serve on the Green Empowerment Zone board of directors as a City of Antioch local government representative.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a special meeting thereof, held on the 15th day of November 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER, MPP
CITY CLERK OF THE CITY OF ANTIOCH**

Assembly Bill No. 844

CHAPTER 377

An act to add and repeal Chapter 34 (commencing with Section 7599.100) of Division 7 of Title 1 of the Government Code, relating to local government.

[Approved by Governor September 28, 2021. Filed with
Secretary of State September 28, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 844, Grayson. Green Empowerment Zone for the Northern Waterfront area of the County of Contra Costa.

Existing law establishes procedures for the formation of infrastructure financing districts, enhanced infrastructure financing districts, infrastructure and revitalization financing districts, community revitalization and investment authorities, and public-private partnerships, as specified, to undertake various economic development projects, including financing public facilities and infrastructure, affordable housing, and economic revitalization.

This bill, until January 1, 2028, would authorize establishment of a Green Empowerment Zone for the Northern Waterfront area of the County of Contra Costa. The bill would authorize the Green Empowerment Zone to be composed of specified cities, upon adoption of a resolution by the city or county, and would provide for the Green Empowerment Zone to be governed by a board of directors. The bill would task the Green Empowerment Zone with various duties, including, among other things, identification of projects and programs that will best utilize public dollars and improve the economic vitality of the Northern Waterfront area of the County of Contra Costa in a coordinated effort to support the development of the clean energy economy.

The bill would require the Green Empowerment Zone to create and maintain an internet website that is managed and updated by an entity designated by the board of directors, produce a report each year that includes recommendations for action by the Legislature and the progress of the zone, and post the report on its internet website, as specified.

This bill would make legislative findings and declarations as to the necessity of a special statute for the County of Contra Costa

The people of the State of California do enact as follows:

SECTION 1. Chapter 34 (commencing with Section 7599.100) is added to Division 7 of Title 1 of the Government Code, to read:

CHAPTER 34. GREEN EMPOWERMENT ZONE FOR THE NORTHERN
WATERFRONT AREA OF THE COUNTY OF CONTRA COSTA

7599.100. (a) A Green Empowerment Zone for the Northern Waterfront area of the County of Contra Costa may be established. The geography of the zone shall extend to the territories of the cities listed in subdivision (c) and the unincorporated areas of the County of Contra Costa north of State Highway 4. The board of directors may, by majority vote, change the geography of the Green Empowerment Zone.

(b) The purpose of the Green Empowerment Zone is to build upon the comparative advantage provided by the regional concentration of highly skilled energy industry workers by prioritizing access to tax incentives, grants, loan programs, workforce training programs, and private sector investment in the renewable energy sector.

(c) The Green Empowerment Zone may include all of the following cities and the county upon the adoption of a resolution by the legislative body of each city and county that states the intent of the city or county to participate in the Green Empowerment Zone:

- (1) The City of Antioch.
- (2) The City of Benicia.
- (3) The City of Brentwood.
- (4) The City of Concord.
- (5) The City of Hercules.
- (6) The City of Martinez.
- (7) The City of Oakley.
- (8) The City of Pittsburg.
- (9) The City of Vallejo.
- (10) The County of Contra Costa.

(d) The board of directors may vote to include additional jurisdictions in the membership of the Green Empowerment Zone.

7599.101. (a) The Green Empowerment Zone shall be governed by a board of directors.

(b) The Green Empowerment Zone shall be comprised of representatives from seven stakeholder groups who shall serve as voting directors, as follows:

(1) Ten local government directors, one from each of the cities and the county set forth in subdivision (c) of Section 7599.100 that have adopted a resolution expressing its intent to participate in the Green Empowerment Zone. Each city and county shall select one representative who shall serve a two-year term.

(2) Five large employer directors, located within one or more cities or the county listed in subdivision (c) of Section 7599.100. Each of the five largest private employers in the fields of energy or manufacturing within the area of the Green Empowerment Zone shall select a representative who will serve a two-year term. Employer size shall be based upon data from the local workforce board.

(3) (A) Four state government directors who each shall be a resident of one of the cities or the county listed in subdivision (c) of Section 7599.100, and who also serve on one of the following state agencies or commissions:

- (i) The State Air Resources Board.
- (ii) The California Transportation Commission.
- (iii) The California Workforce Development Board.
- (iv) The California Energy Commission.

(B) Each board or commission shall select a representative to the Green Empowerment Zone who shall serve a two-year term.

(C) If the board is unable to identify a sufficient number of individuals who meet the residential and service qualifications for membership as a state government representative described in subparagraph (A), it may waive either or both by a majority vote.

(4) Five small business and economic development directors who shall represent existing economic and business development organizations that serve the cities or the county listed in subdivision (c) of Section 7599.100. These small business and economic development representatives shall be nominated by the Association of Bay Area Governments and confirmed by the board to serve two-year terms.

(5) Five directors from universities, laboratories, and foundations with specialized expertise and knowledge of green energy who shall, upon agreement by the regents, be nominated by the Office of the President of the University of California and confirmed by the board. These university, laboratory, and foundation representatives shall serve two-year terms.

(6) Five directors representing the five largest private sector organized labor organizations whose membership works in the cities and the county listed in subdivision (c) of Section 7599.100. Each union shall select its own representative to the Green Empowerment Zone board who shall each serve a two-year term.

(7) Five directors representing workforce development and public and private educational entities that serve cities or the county listed in subdivision (c) of Section 7599.100, at least one of whom shall be a representative from the California State University and at least one of whom shall be a representative from the California Community Colleges. These workforce development and education representatives shall be nominated by the Association of Bay Area Governments and confirmed by the board to serve two-year terms.

(8) Confirmation of a nominee for membership on the board of directors shall be by majority vote of the sitting members of the board.

(c) Every Member of the Legislature and of the United States Congress that represents a city listed in subdivision (c) of Section 7599.100 shall be ex officio voting members of the board of directors.

(d) A board chair and two deputy chairs shall be selected by a majority vote of the board. The chair and deputy chairs shall serve two-year terms. An individual may serve as chair or deputy chair more than once, however, they shall not serve consecutive terms. The chair and deputy chairs shall be chosen from among the following:

(1) One member shall be a Member of the Legislature who represents one or more of the cities or the county listed in subdivision (c) of Section 7599.100.

(2) One member shall be a representative from a local agency in a city or county listed in subdivision (c) of Section 7599.100.

(3) One member shall be a representative whose residence and place of employment is within one or more of the cities or the county listed in subdivision (c) of Section 7599.100.

(e) The Green Empowerment Zone shall also have an executive board comprised of the chair, deputy chairs, and up to seven members of the board of directors selected by a majority vote of the board of directors.

(f) The members of the board of directors shall serve without compensation.

(g) A member of the board of directors, including the chair, shall, upon identifying a conflict of interest, or a potential conflict of interest, regarding a matter before the board of directors of the Green Empowerment Zone, immediately and before consideration of the matter, do all of the following:

(1) Provide written notice to the chair regarding the interest that gives rise to the conflict of interest or potential conflict of interest. In the case of the chair, written notice shall be given to one of the deputy chairs.

(2) Recuse themselves from discussing or voting on the matter.

(3) Leave the meeting room until after discussion, vote, and any other consideration of disposition of the matter is concluded.

(h) A member of the board of directors shall not use the name of the Green Empowerment Zone on any letterhead, business code, or identification badge unless the person has been authorized to do so by the board of directors.

7599.102. The Green Empowerment Zone shall have the following duties:

(a) Identification of projects and programs that will best utilize public dollars and most quickly improve the economic vitality of the Northern Waterfront area of the County of Contra Costa, especially those that leverage federal, state, local, and private sector resources in a coordinated effort to support the development of the clean energy economy.

(b) Work with members of the state's congressional delegation and federal official, including any relevant federal interagency task force, to gain federal support for projects identified by the zone as critical to the region's energy economy.

(c) Partner with the University of California, the California State University, community colleges, and the state's other research and educational institutions, as well as private foundations, to provide guidance, advice, and encouragement in support of studies of particular interest and importance to the energy industry in the Northern Waterfront area of the County of Contra Costa.

(d) Review state policies and regulations to ensure they are fair and appropriate for the state's diverse geographic regions, including the Northern

Waterfront area of the County of Contra Costa, and determine whether alternative approaches can accomplish goals in less costly ways.

(e) Make recommendations to the Governor that would improve the economic well-being of the region and the quality of life of its residents.

(f) Create and maintain an internet website that is managed and updated by an entity designated by the board of directors.

7599.103. (a) The board shall appoint a steering committee that, on or before January 1, 2023, shall develop metrics that shall be reported to the Legislature and state departments and agencies gauging the progress of the zone that shall include, but not be limited to, all of the following:

(1) The number of jobs gained and lost in each sector of the economy.

(2) The average wage of the jobs gained in each sector of the economy.

(3) The number and types of grants solicited and received by, or on behalf of, the zone.

(4) The type and amount of workforce training conducted in the zone, by whom it was provided, and the amount of capital investment attached to provision of that training.

(b) Commencing on January 1, 2023, and on or before January 1 of each year thereafter, the Green Empowerment Zone shall post the report described in subdivision (a) on its internet website and submit a letter to the Legislature informing the Legislature that the report has been posted.

7599.104. This chapter shall remain in effect only until January 1, 2028, and as of that date is repealed.

SEC. 2. The Legislature finds and declares that a special statute is necessary and that a general statute cannot be made applicable within the meaning of Section 16 of Article IV of the California Constitution because of the unique circumstances and challenges relating to economic development in the County of Contra Costa.

STAFF REPORT TO THE CITY COUNCIL

DATE: Special Meeting of November 15, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: John Fortner, Police Lieutenant

APPROVED BY: Steven A. Ford, Interim Chief of Police *SAF*

SUBJECT: Purchase of ShotSpotter Respond Technology with Sole Source Justification Request

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving the sole source request for the purchase and deployment of ShotSpotter, Inc.'s Respond Services (Exhibit A);
 2. Selecting a five-year purchase agreement with ShotSpotter with a one-time \$10,000 startup fee:
 - a) In an annual amount of **\$210,000**, not to exceed a total of amount of **\$1,060,000** over 5 years (Exhibit B)
- OR**
- b) In an annual amount of **\$280,000**, not to exceed a total amount of **\$1,410,000** over 5 years (Exhibit C);
 3. Authorizing the City Manager to execute the agreement; and
 4. Re-allocating Police Department salary savings in the Fiscal Year 2022/23 General Fund budget to fund the first-year cost per the agreement selected.

FISCAL IMPACT

While this specific project expenditure is not included in the approved Fiscal Year 2022/23 General Fund Police Department Budget, it is anticipated that there will be sufficient salary savings within the Police Department budget to cover the first year of the contract. Budget can be re-allocated from salaries to contractual services for the agreement.

The implementation expenditure for a five-year subscription will be \$1,060,000 (Exhibit B), or \$1,410,000 (Exhibit C) depending on the service selected. Staff proposes a budget re-allocation for year one.

The attached resolution includes actions to approve the sole source request for ShotSpotter, Inc., to re-allocate the current year budget from salary savings to fund the first-year project cost, and to authorize the City Manager or his designee to negotiate and execute a purchase agreement with ShotSpotter, Inc. in an amount not to exceed \$1,060,000 (Exhibit B), or \$1,410,000 (Exhibit C) over a five-year term. The cost for remaining contract years will be included in future budget proposals.

DISCUSSION

During the Regular Council Meeting on October 11, 2022, the City Council directed staff to identify the most critical areas for ShotSpotter Respond coverage based on the data-driven analysis of gun-fire related crimes, and design price proposals that outline the fiscal impact to the city.

The Antioch Police Department, in collaboration with the ShotSpotter Development Team, identified three critical coverage areas. The Antioch Police Department's Crime Analysis Unit provided approximately five years of data (from January 2017 through May 2022) to the ShotSpotter Development Team. The data captures gun or gun-fire related crimes that included homicides, aggravated assaults, shootings, and calls for service where shots were fired.

The ShotSpotter Development Team used the crime data to produce heat maps depicting the most critical areas in the city. The proposed coverage areas (there are three) are delineated by a red boundary in the images on page 6 (Exhibit B), and pages 6 & 7 (Exhibit C) of the proposals.

The Team produced two proposals outlining the total costs. The first proposal (Exhibit B) offers a coverage area of three-square miles, which identifies two of the most critical areas in the City. The second proposal (Exhibit C) offers a coverage area of four-square miles, which identifies an additional area of coverage in southeast Antioch. The first proposal is considered the priority, and the second proposal would be the next priority and subordinate to the first.

The costs for a five-year subscription covering three-square miles is \$1,060,000 (refer to Exhibit B, page 18 for an annual breakdown). The costs for a five-year subscription covering four-square miles is \$1,410,000 (refer to Exhibit C, page 19 for an annual breakdown).

The vendor offers a multi-year discount that amounts to \$30,000 or \$40,000 (respectively), and an API discount of \$9,500 for each year for contracts greater than three years. The benefit of a five-year contract includes the mentioned discounts and secures the subscription rate against increases for the term of the contract.

ShotSpotter, Inc. is the sole source vendor of ShotSpotter Respond (refer to Exhibit A), a wide-area gunshot detection, location, and forensic analysis service. This wide-area

service uses acoustic sensing technology to identify, discriminate, record, and locate gunshots, then send an alert to law enforcement within seconds of the shots being fired.

ShotSpotter, Inc. is the only vendor who can offer a wide-area gunshot detection and location system with the unique combination of technology, service, and experience available commercially for law enforcement. ShotSpotter, Inc. is the exclusive provider of its ShotSpotter Respond Services, a cloud-based service, which includes warranty, support, repair, and maintenance of the ShotSpotter owned acoustic sensors that will be installed in the coverage area.

The Antioch Police Department recommends the purchase of a five-year subscription of ShotSpotter Respond Technology to further increase the effectiveness and efficiency of department staff, enabling the department to direct resources into the community where they are needed most.

ShotSpotter Technologies will give the Antioch Police Department an effective tool and resource to aid in solving and reducing violent crime in the city.

ATTACHMENTS

A. Resolution

Exhibit A: Sole Source Letter

Exhibit B: A five-year purchase agreement with ShotSpotter Technologies, for a subscription-based gunshot detection, location, and forensic analysis service in an amount of \$210,000 annually (plus a one-time \$10,000 startup fee), not to exceed \$1,060,000

Exhibit C: A five-year purchase agreement with ShotSpotter Technologies, for a subscription-based gunshot detection, location, and forensic analysis service in an amount of \$280,000 annually (plus a one-time \$10,000 startup fee), not to exceed \$1,410,000

ATTACHMENT “A”

RESOLUTION NO. 2022/
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE SOLE SOURCE REQUEST FOR THE PURCHASE OF
SHOTSPOTTER RESPOND, APPROVING A FISCAL YEAR 2022/23 GENERAL
FUND BUDGET RE-ALLOCATION, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE A PURCHASING AGREEMENT**

WHEREAS, on October 11, 2022, the Antioch City Council directed staff to identify the most critical areas for ShotSpotter coverage based on the data-driven analysis of gun-fire related crimes;

WHEREAS, the Antioch City Council further directed staff to design price proposals, tailored to the City of Antioch, that outline the fiscal impact to the city;

WHEREAS, the Antioch Police Department, in collaboration with the ShotSpotter Development Team, has brought before the City Council two ShotSpotter Respond proposals for a subscription-based, gunshot detection, location, and forensic analysis service (“Exhibit B” and “Exhibit C”); and

WHEREAS, ShotSpotter, Inc. is the worldwide sole source vendor of ShotSpotter Respond, a proprietary wide-area outdoor gunshot detection, location, and forensic analysis service (“Exhibit A”).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch as follows:

1. The City Council hereby approves the sole source request for the purchase and deployment of ShotSpotter Respond Technology, a subscription-based gunshot detection, location, and forensic analysis service for the City of Antioch
2. The City Council hereby authorizes and directs the City Manager or his designee to negotiate and execute a five-year purchase agreement, with ShotSpotter, Inc., for the ShotSpotter Respond suite of services, attached hereto as Exhibit [REDACTED] and incorporated by reference, in a form approved by the City Attorney.
3. The City Council hereby authorizes and directs the City Manager or his designee to amend the fiscal year 2022/23 General Fund budget to re-allocate budget from salary savings to fund the first-year cost of the agreement.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch, at a special meeting thereof, held on the 15th day of November 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

To whom it may concern:

Please accept this letter as information that ShotSpotter, Inc. is the worldwide sole source vendor of ShotSpotter Respond™ (formerly Flex), a wide-area Gunshot Detection, Location, and Forensic Analysis Service. This wide-area service uses acoustic sensing technology protected by 34 unique and current patents to identify, discriminate, record, and locate gunshots, then send an alert to law enforcement within seconds of the shots being fired. The sensing is accomplished via multiple networked acoustic sensors deployed over a wide area that communicate registered gunshot activity back to a central server.

There is currently only one wide-area gunshot detection and location system available commercially for law enforcement and it is exclusively offered by ShotSpotter, Inc. ShotSpotter is the exclusive provider of ShotSpotter Respond, the cloud-based, subscription managed service offering which includes warranty, repair, maintenance, and support services on all of its systems.

We have been informed that your agency has determined that for such a solution to be beneficial it must have the capabilities listed in this document. ShotSpotter is the only vendor in the world able to deliver these capabilities. Many of these capabilities and techniques are the exclusive intellectual property of ShotSpotter, Inc.; are patented; and can only be provided by ShotSpotter and licensed to end users:

- Detects a gunshot in a public place and provides the location of the event (address) and geographical coordinates of the event back to your agency through a qualified reviewed alert and plot the event on a map.
- Provides a short audio snippet of the event for immediate playback.
- Provides the ability to record the event and save all corresponding information in a hosted Microsoft SQL database so it can be forensically examined later. All incident data, including audio snippets, are stored on a secure, hosted server for the duration of the subscription.
- The system and the associated 24/7/365 incident review service distinguish between a gunshot and other similar sounds (fireworks, car backfiring, etc.) and classify these events for a web-based display.
- Acoustic sensors are certified to withstand harsh wind and other demanding climate conditions reducing the need for constant maintenance.
- The system has a proven track record of performance in a deployment area equal to or greater than 2 square miles.
- The system timestamps individual gunshots to 100th of a second using a GPS clock.
- The system can recreate crime scenes (e.g., provide locations where individual shots occurred, time-stamping when each individual shot was fired within 100th of a second, and the audio snippet and acoustic waveform signature of the shots).
- The system's data output, including detailed forensic reports, are court certifiable with current case law supporting its use as forensic evidence.
- Ability to network acoustic sensors together in a Wide Area Network utilizing public wireless/cellular carriers.
- The system has a documented, proven track record of helping to reduce gun-related crimes, assisting in arrests and the confiscation of weapons; used as evidence in court and assisting in the prosecution and conviction of criminals in the areas where the system is deployed.
- Interfaces with networked video surveillance cameras for automated control when an event is detected.

Wide-Area Acoustic Surveillance

ShotSpotter Respond uses nondescript acoustic sensors deployed over wide areas (e.g., from one to many square miles). Acoustic analytics classify incoming potential incidents as either gunfire, or other loud sounds not classified as gunfire. The result is gunfire alerts that include a pinpoint location that reveal incident severity and situational intelligence. Through its patented technology¹ and methods, only ShotSpotter can deploy systems requiring a relatively small number of acoustic sensors to achieve a blanket of coverage over wide areas; fewer sensors result in lower procurement and operating costs.

Situational Intelligence and Forensic Data

The ShotSpotter Respond service includes the web-based ShotSpotter Dispatch™, ShotSpotter Respond™, and ShotSpotter Insight™ applications which run on any standard browser-based platform. ShotSpotter Respond is also available as a smartphone application which runs on Android and iOS platforms. Incidents are shown as dots on an aerial map image along with the corresponding street address. Maps can also be viewed using Google Street View. Audio snippets are available to field-based commanders as well as responders. The audio snippet provides invaluable situational intelligence while en route to a scene, stationary in a command van, moving in patrol vehicles, or airborne in helicopters.

The ShotSpotter solution captures and stores a precise timestamp plus GPS coordinate for each detected incident and each round of a multi-round gunfire incident. This level of detail has successfully been used in investigations and courtrooms to exonerate contentious officer-involved shootings, corroborate testimony, refute false testimony, and prove the presence of multiple shooters in the absence of physical evidence and/or eyewitnesses.

The ShotSpotter service offers the following unique forensic and intelligence data that enhance situational awareness, investigations, and prosecutions:

- Audio snippets of each incident from multiple sources that can be embedded into a portable document format (PDF) for sharing with agents, prosecutors, and presentation in court
- Ability to know if the incident involved a single round or multiple rounds of gunfire
- Ability to determine if the incident involved one or multiple shooters
- Ability to infer type(s) of firearm(s) involved in gunfire incidents

Data for Investigative Follow-up, Crime Analysis, CompStat

Only ShotSpotter offers persistent storage of detailed incident information plus reports and analytics to support CompStat and violence suppression operations. ShotSpotter logs every detected incident and associated data in a database for secure and persistent storage. This data can be mined and analyzed to reveal patterns and trends to successfully drive intelligence-based tactical and strategic operations. Standard reports and an industry standard Structured Query Language (SQL) database feed ongoing intelligence with a comprehensive awareness of what is transpiring within specific areas. This data allows agencies to proactively and effectively apply resources when and where they're most needed; justify specific increases in assets and resources; and save costs. Securely stored incident data is invaluable for forensic purposes to support investigative efforts and fortify prosecution cases, especially when complemented with ShotSpotter acoustic and gunfire specialists providing expert testimony. ShotSpotter is the only company which can aggregate gunfire data from over 120 U.S. cities to develop a national gunfire index to identify national trends of gunfire behavior.

¹ The most current list of patents is available online at: <http://www.shotspotter.com/patents>

Open API for Interfacing with Complementary Systems and Technologies

Only ShotSpotter includes a simple and open data networking API for interfacing with video surveillance systems, Common Operating Picture systems, and Computer Aided Dispatch (CAD).

Unique Level of Experience and Customer Support

The ShotSpotter gunshot detection, location, and forensic analysis service is the only system of its type to be successfully deployed since 1995 to leading law enforcement agencies across the US, as well as other federal agencies. Many customers have directly attributed the following results to the use of ShotSpotter:

- Significant reduction of gun related crimes
- Significant reduction of overall and random gunfire
- Increased number of arrests and gun confiscations
- Conviction of criminals with data available from ShotSpotter

Conclusion

No vendor, other than ShotSpotter, possesses the comprehensive, field-proven, and patent-protected product offering, as well as the professional services and support, domain knowledge, expertise, longevity, and customer references. Only ShotSpotter can provide a true wide-area gunshot detection, location, and forensic analysis solution, as well as future expansions and ongoing maintenance and support. We have achieved sole source status in every state we operate in.

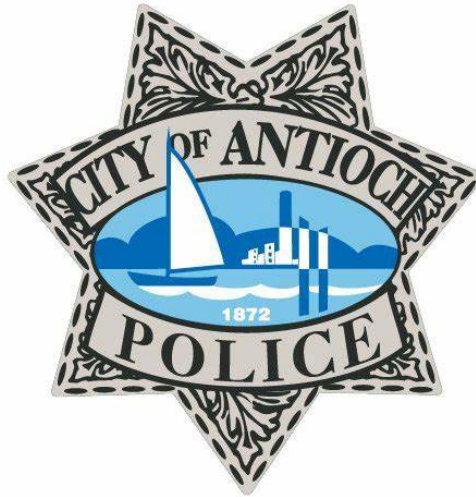
Based on all of the above factors, the overwhelming majority of our customers have been able to proceed with confidence in sole sourcing our wide-area gunshot location solution and support services.

We are honored to support your efforts to combat gun related crimes and appreciate the opportunity to serve you. If we can answer any questions or provide additional support information, please let us know.

Sincerely,



Ralph Clark
President / CEO
ShotSpotter, Inc.
Phone: 510-794-3158
rclark@shotspotter.com



**Price Proposal for Subscription-Based
Gunshot Detection, Location, and Forensic Analysis Service
for City of Antioch, California
October 16, 2022
Proposal ID: ANTICA090622 Rev. 1**

Submitted by: **Terri Greene, Director – West Region**
714.365.5102 mobile
650.887.2106 fax
tgreene@shotspotter.com

ShotSpotter, Inc.
39300 Civic Center Drive, Suite 300
Fremont, California 94538
888.274.6877
www.shotspotter.com

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Executive Summary

Introduction

ShotSpotter is pleased to present this proposal in response to the City of Antioch's request. The proposed ShotSpotter Respond™ solution is designed to identify, locate, and track active gunfire, and will support the Antioch Police Department's efforts to more effectively respond to and investigate gunfire incidents. The proposed solution is deployed across the country, serving agencies of all sizes that are committed to leveraging our real-time gunfire intelligence to reduce gun violence and build community trust.

In 2021, there was a 40% surge in gun violence reported in the City of Antioch. ShotSpotter has proven to be a crime deterrent across many of our customer cities and can support two of the City's anti-crime related initiatives:

- Crime Prevention Commission
 - ShotSpotter's Community Engagement Directors will work with the Antioch Police Department and help the Department establish and support community outreach groups by leveraging ShotSpotter Respond data to facilitate proactive communication with community groups, schools, and other stakeholders when shootings occur. This will allow the City to bring trauma-informed care to children exposed to persistent gun violence.
 - ShotSpotter Respond data provides information on exactly where and when shootings occur within the coverage areas to help the Department efficiently direct resources.
 - Using Respond's Insight™ investigative tool, the Department can easily create community-facing dashboards (shared on the Department's website) to display statistics about shootings with dates, times, and locations.
- California Violence Intervention and Prevention (CalVIP) Grant
 - Respond provides alerts to Police and Dispatch in less than 60 seconds to allow officers to arrive on-scene faster, which can help save lives and keep communities safer.
 - With the precise location provided, alerts can help officers find victims, witnesses, and evidence (shell casings) that often lead to suspects and arrests.
 - Respond alerts have assisted police in uncovering and confiscating illegal firearms and identifying ghost gun manufacturing operations.

The ShotSpotter gunshot detection, alert, and analysis services provide what would be otherwise unobtainable, critical real-time gunfire intelligence. The core capabilities of the ShotSpotter solution are:

- **DETECT** – ShotSpotter detects and locates gunfire incidents enabling a fast, precise response to over 90% of shooting incidents within the targeted areas. This has a powerful deterrent effect and disrupts the gun violence cycle.
- **PROTECT** – ShotSpotter helps to protect officers by providing them with comprehensive data on the actual amount of gunfire activity that occurs in the neighborhoods they patrol and provides critical situational awareness when responding to specific incidents.
- **CONNECT** – By applying community policing-oriented best practices, ShotSpotter provides a unique opportunity for law enforcement agencies to connect with vulnerable communities. Rapid response to gunfire incidents in communities that have been most impacted by gun violence builds positive attitudes towards law enforcement and leads to more constructive engagements and cooperation.

ShotSpotter has become an indispensable crime-fighting tool for these agencies, in light of the community dynamics that fuel gun violence and the well-documented challenges of relying solely on 9-1-1 calls for service:

- **Under-reporting of persistent gunfire:** Nationwide, on average, less than 20% of gunfire incidents are reported to 9-1-1. Why don't residents call? The answer is complex, but typically involves the following concerns:
 - Recognition: "Was that gunfire, fireworks, or something else?"
 - Retaliation: "If they find out I called, will they come after me?"
 - Resignation: "No one came the last time I called..."

Without ShotSpotter, most law enforcement agencies are working with an 80% to 90% deficiency in their gun violence-related intelligence.

- **Late and inaccurate information:** When a citizen reports a gunfire incident, the 9-1-1 call typically comes several minutes after the event has occurred, and based on analysis, the location provided is usually mislocated by 750 feet (on average). As a result, valuable time and resources are wasted trying to locate the incident, greatly diminishing the opportunity to identify suspects and witnesses, recover evidence, and, most important, render life-saving aid to victims.

The ability to receive near real-time gunfire intelligence data provides law enforcement agencies with a critical advantage in their efforts to reduce and prevent gun violence and improve officer safety. Specific results include:

- Officers can more quickly and more accurately go directly to the scene of the shooting
- Situational awareness is vastly improved over what is available when relying solely on the 9-1-1 system
- Law enforcement has a better chance of arriving before the shooter has left the scene
- Officers are much more likely to find evidence in the form of shell casings (which, in conjunction with NIBIN/IBIS, provide valuable investigative leads) and/or other ground truth that can aid in the investigation
- Officers are more likely to find witnesses who may have information that can aid in the investigation
- Community engagement is heightened, which often translates into more information from the community (e.g., tip lines, field interviews, etc.)
- Targeted enforcement (precision policing) is enhanced
- More court-admissible and scientifically sound forensic evidence is available to strengthen prosecutions of the worst offenders

How it Works

Based on an analysis of known gunfire-related crimes, the ShotSpotter team designs and deploys networked sensors within the targeted coverage area. These acoustic arrays detect and locate gunshot activity within the coverage area and report that information to ShotSpotter's Incident Review Center (IRC) which is staffed 24/7/365. ShotSpotter uses a two-factor incident review process to minimize false alerts. The first tier is performed by sophisticated AI software. Once the software has performed an initial review and filtered out any incidents that are determined not to be gunfire (e.g., helicopter noise, fireworks, etc.), the data is received at our IRC.

The IRC review process is performed by a team of highly trained acoustic experts. In addition to examination of the incident audio, the review process involves examination of visual characteristics of the detected pulses and the incident, such as the number of participating sensors, the wave form, pulse alignment, and the direction of sound. The IRC review results in publishing (Gunshot or Probable Gunshot) or dismissal (Non-Gunshot) of the incident with a high level of precision. If the reviewer classifies the incident as a gunshot, the reviewer sends an alert, including location information and an audio snippet, to law enforcement agencies via a password-protected application on a mobile phone, in-car laptop, or computer. In addition to the dot on the map and audio, ShotSpotter provides details such as number of shots fired, whether multiple shooters are involved, and whether high-capacity and/or fully automatic weapons are being used. This entire process (i.e., recording the impulsive sound, two-factor review, and publishing alerts to authorized users) is designed to be completed in less than 60 seconds (but is often completed within 25 to 30 seconds).

ShotSpotter customers receive a contextually rich, detailed gunfire alert that enables a fast, precise, and safer response to gunfire incidents. In addition, ShotSpotter alerts can also trigger other technology platforms such as cameras that can pan and zoom in the direction of an event. ShotSpotter has also successfully integrated with a wide range of third-party applications such as CAD, RMS, License Plate Readers, drones, and other applications.

We appreciate your consideration of our proposal. ShotSpotter is committed to your success and we look forward to partnering with you to make ShotSpotter a key component of your efforts to reduce gun crime in the City of Antioch.

Company History

ShotSpotter was founded in 1995 and has been providing gunshot detection solutions since its inception. ShotSpotter is the world leader in gunshot detection, with over 900 square miles operational; more than 14 million incidents reviewed; and 40 issued patents. ShotSpotter is a publicly traded corporation (NASDAQ: SSTI) with approximately 175 full-time employees and is headquartered in Fremont, California.

ShotSpotter provides precision-policing solutions for law enforcement to help deter gun violence and make cities, campuses, and facilities safer. Our flagship product, ShotSpotter Respond, is the leading gunshot detection, location, and forensic analysis system, and is trusted by more than 125 cities. Other product offerings include:

- ShotSpotter Investigate™, a cloud solution for case management to improve overall clearance rates across all crime categories
- ShotSpotter GCM™, our gun crime management system, is an extension of Respond that provides a centralized, collaborative case platform and enables gun crime units to effectively track, manage, and correlate gun crime cases to maximize the impact of the NIBIN program
- ShotSpotter Connect™ (formerly Missions™), which uses artificial intelligence-driven analysis to help strategically plan patrol missions and tactics for maximum crime deterrence
- ShotSpotter SecureCampus®, designed to provide outdoor gunfire coverage at university and school campuses
- ShotSpotter SiteSecure™ for critical infrastructure designed to detect gunfire attacks on commercial and federal buildings, electrical substations, airports, and large outdoor structures
- ShotSpotter Labs, which focuses on innovative applications of ShotSpotter to help protect wildlife and the environment; currently helping combat rhino poaching in South Africa and will soon launch other applications for global wildlife protection, such as combatting illegal blast fishing in Malaysia with underwater sensors

Proposed Coverage Areas

ShotSpotter Respond is deployed to provide coverage for one or more specified areas, each bounded by a specific coverage area perimeter. ShotSpotter will design the final coverage area based upon the Department's requirements and based upon analysis of historical crime data. The areas delineated by a red boundary in the images below are rough estimates of the proposed coverage areas based on analysis of the Department-provided crime data as described below and the Department's specifications; please note, the final coverage area may vary.

Using the data provided by the Antioch Police Department for January 1, 2017 through May 18, 2022, the map below depicts the preliminary coverage boundaries. ShotSpotter will collaborate with Antioch Police Department stakeholders to determine the final coverage boundaries and any resulting adjustments to the proposal to address the Antioch Police Department's needs and priorities.

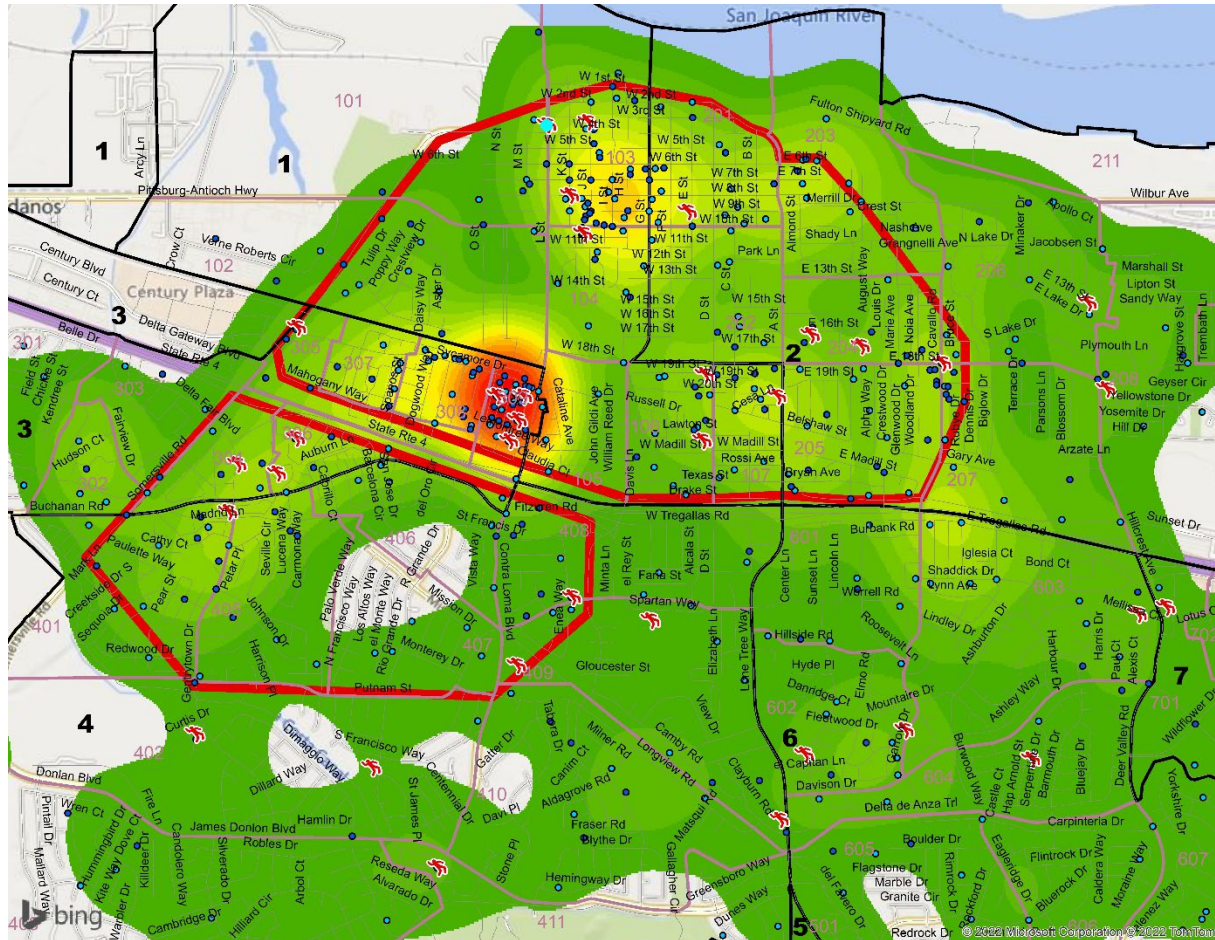


Figure 1: Proposed ShotSpotter Coverage Areas Total = 3.0 square miles

North of CA-4 = 2.0 square miles, South of CA-4 = 1.0 square mile

The heat map in Figure 1: Proposed ShotSpotter Coverage Areas depicts the following within the total 3.0 square mile coverage areas (outlined in red):

Icon	Crime Type Definition	Quantity	Percentage of Totals
	Homicide	22	47.8%
	Aggravated Assault	158	55.8%
	Shooting	216	43.6%
Heat Map	Calls for Shots Fired (SHOTS, PROM, 246, 246JO)	1,274	35.5%

ShotSpotter Respond Service Overview

ShotSpotter helps law enforcement agencies by directing resources to the precise location of more than 90% of gunfire incidents. ShotSpotter rapidly notifies first responders of shootings via dispatch centers, in-vehicle computers, and smart phones. Instant alerts enable first responders to aid victims, collect evidence, and identify witnesses. ShotSpotter's actionable intelligence can then be used to prevent future crimes by positioning law enforcement when and where crime is likely to occur. ShotSpotter gunshot detection and location services are delivered as an easily implemented Software as a Service (SaaS) solution, with no requirement for customer investment in or maintenance of expensive hardware or software. ShotSpotter hosts, secures, monitors, and maintains the ShotSpotter infrastructure. Contracts are based on an affordable one-year or multi-year subscription agreement, and the subscription includes unlimited licenses for the proposed ShotSpotter applications.

ShotSpotter Dispatch™ and ShotSpotter Respond™ Applications

The ShotSpotter Dispatch and ShotSpotter Respond applications are used by Call Takers, Dispatchers, and Patrol Officers in the field. Real-time notifications of gunfire incidents are delivered to these apps and include the following data:

- Incident location (dot on the map)
- Type of gunfire (single round, multiple round)
- Unique identification number
- Date and time of the muzzle blast (trigger time)
- Nearest address of the gunfire location
- Number of shots
- District identification
- Beat identification

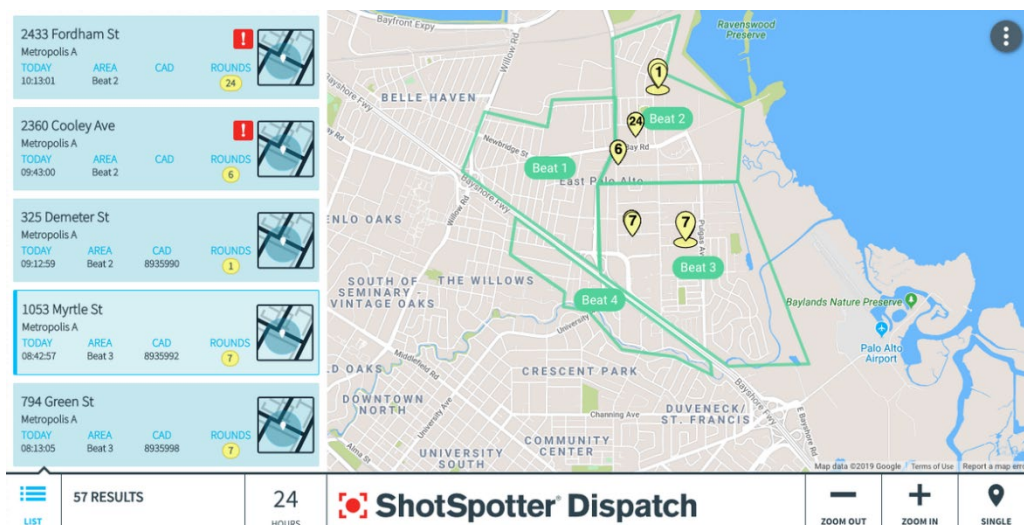


Figure 2: ShotSpotter Dispatch App

A ShotSpotter analyst may add other contextual information such as the possibility of multiple shooters, high-capacity weapons, full-automatic weapons, and the shooter's location related to a building (front yard, back yard, street, etc.). The report also includes an audit trail of the time the alert was published, acknowledged, and closed at the customer facility. All notes entered by Call Takers and Dispatchers added to the alert are time- and date-stamped with the operator's ID. For Patrol Officers, the alert includes an audio snippet of the incident.

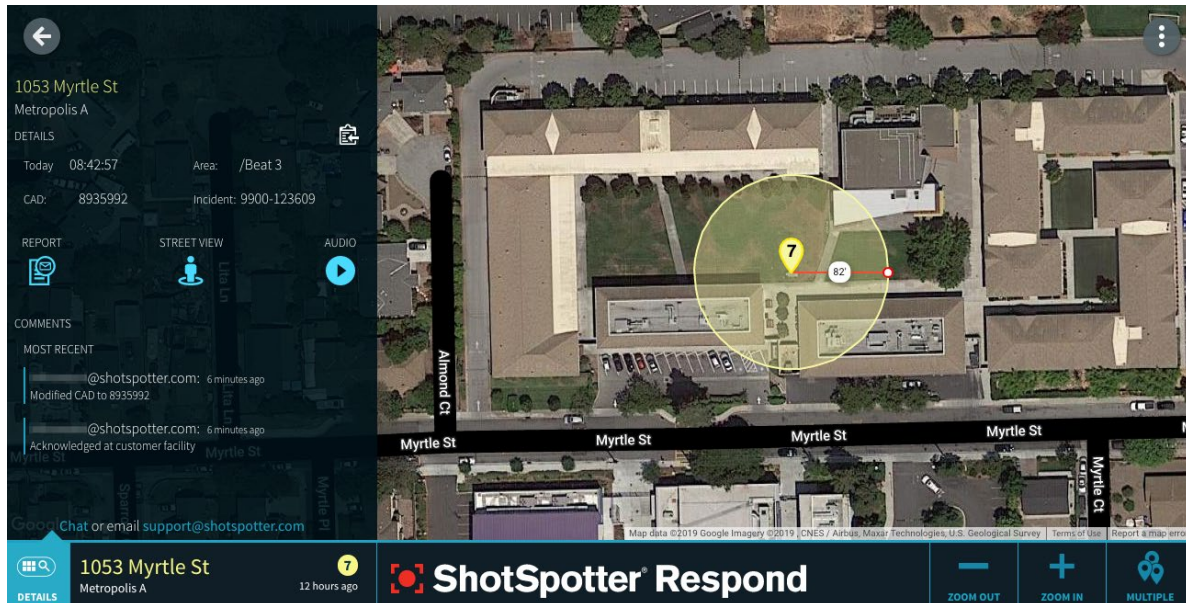


Figure 3: ShotSpotter Respond App

ShotSpotter Insight™

ShotSpotter Insight™ enables customers to explore details about prior gunshot incidents in their ShotSpotter coverage area and use the data for investigation and analysis. Crime analysts, investigators, and command staff can view, filter, sort, report, and transform historical gunshot data into meaningful insights, ultimately informing strategies for reducing gun violence.

Insight enables users to find and identify the incidents using an extensive array of filters for date, time, location, keywords, single vs. multiple gunshots, patrol areas, as well as shapes drawn on the map. The shape filters narrow a search for shooting incidents within a radius of a known address, across several blocks, or look for and monitor activity on both sides of a jurisdictional border. Saved reports retain common filter settings for quick retrieval (e.g., "District 4 Gunfire – Last 28 days").

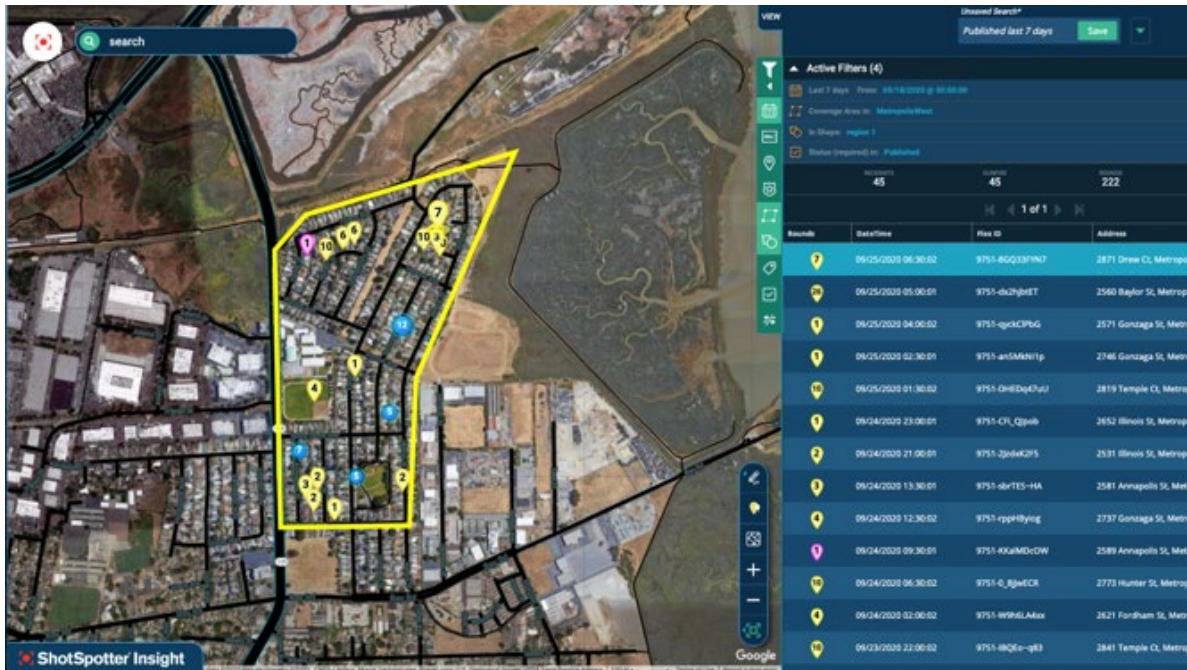


Figure 4: ShotSpotter Insight App

Insight shows how a shooting event unfolded by watching a shot-by-shot animation that details the location and sequence of each shot. The software also highlights other nearby incidents that may be potentially related based on its relative distance and time of occurrence.

Insight comes with a set of reports that make it easy to share incident data throughout an agency:

- The Investigative Lead Summary report give details of a shooting incident including audio, location, sequence, and timing of each shot fired. This report is often used to share incident audio and details with colleagues, aid investigators with collecting evidence at the scene of a shooting and conducting better interviews of witnesses, suspects, and victims, or attach to a case file.
- The Multi-Incident report provides a summary of shooting incidents broken out by single, multiple, and probable gunshot incidents as well as any non-gunfire incidents if they were included in the search. The summary is followed by details for each incident including the date, time, location, number of rounds, CAD ID, Respond ID, and other details.

For custom ad hoc reporting and analysis, Insight can export incident data to other off-the-shelf products such as Microsoft Excel, Tableau, Google Earth, ArcGIS, and other tools.

Mobile Alerts

Real-time gunfire alert data can be delivered to smart phones and smart watches via the Respond smartphone application, available for use on iPhones and Android platforms. The gunfire location is displayed as a dot on a map, and the data also includes the number of rounds fired and access to the incident audio.



Figure 5: Smart Watch Notification

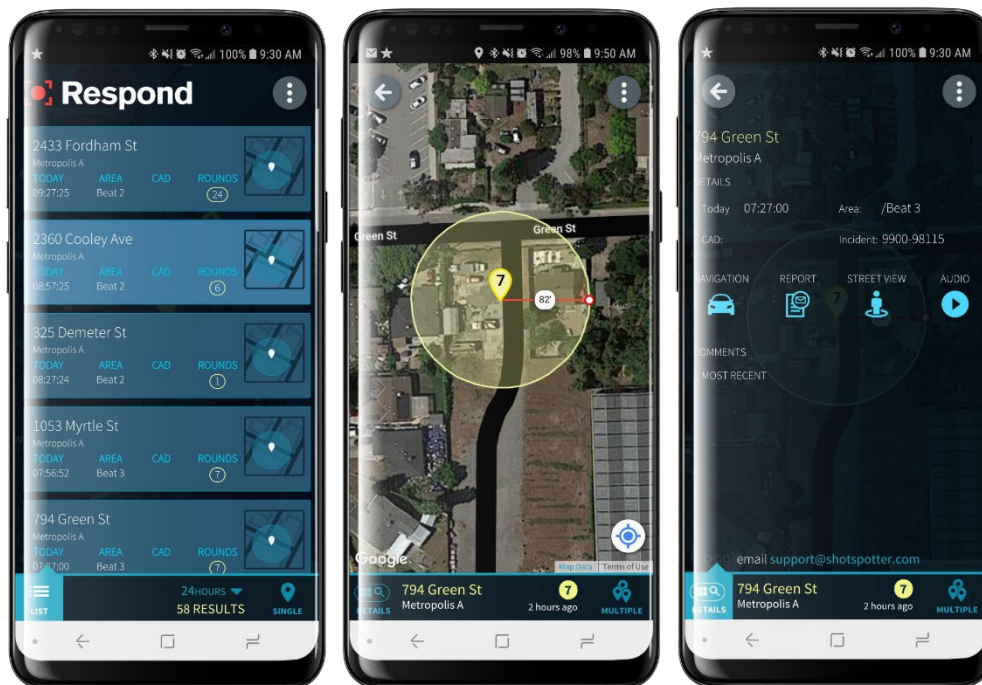


Figure 6: ShotSpotter Respond App Smartphone Notification

Notifications API

The ShotSpotter Notifications API (available as a separately priced option) allows client applications to receive accurate, timely details about ShotSpotter gunfire alerts, including precise latitude and longitude (geolocation), GPS-synchronized timestamps, incident audio, and situational context provided by the 24x7x365 ShotSpotter Incident Review Center. Typical integrations include:

- Video Management Systems (VMS)
- Computer-Aided Dispatch (CAD) systems
- Records Management Systems (RMS)
- Automated License Plate Readers (ALPRs)
- Crime analysis and statistics packages (including COMPSTAT software)

Each Notifications API license pack is available for an annual subscription fee that includes:

- Up to three (3) interfaces
- Establishing an instance of the API for the Department on ShotSpotter-hosted servers
- Consulting with the Department and third parties to ensure the API operates according to the API specifications
- 24x7 alerts to up to three third-party interfaces
- Supporting the third party and Department as systems are upgraded

Additional API licenses can be purchased in packs of three interfaces.

Investigative Lead Summary

ShotSpotter recently introduced a new, on-demand report available through the ShotSpotter Respond application. The Investigative Lead Summary (ILS) provides useful details about the location, timing, and sequence of each shot fired during an incident. The ILS is very valuable on scene, helping law enforcement find shell casings, confirm witness accounts, and identify suspects. ILS reports are available immediately after an incident occurs through a single click of a button within the mobile, web, or desktop ShotSpotter Respond application.

The ILS will fulfill the majority of law enforcement agency needs, particularly in situations where a report is not intended for presentation to court (since the ILS report is electronically produced, it is not court admissible).

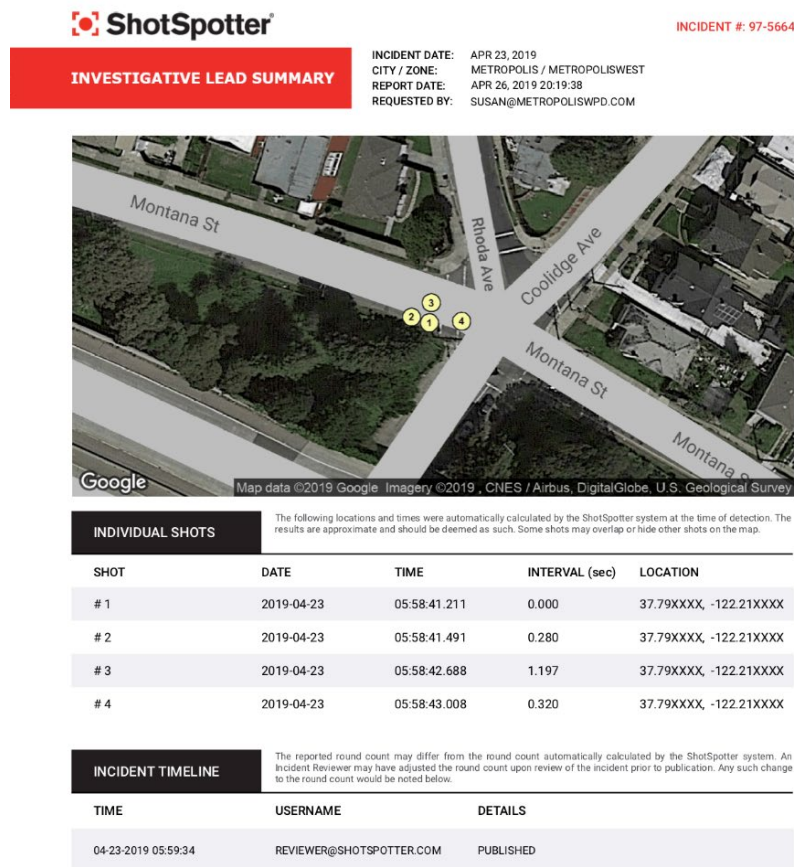


Figure 7: ShotSpotter Investigative Lead Summary (ILS)

In nearly all the criminal proceedings in which our experts have been called to testify, ShotSpotter has produced detailed, round-by-round analysis of the timing and location of the shots fired by one or more weapons. To the best of our knowledge, no other acoustic-based gunshot detection system has been accepted in a court of law as providing this kind of forensic evidence.

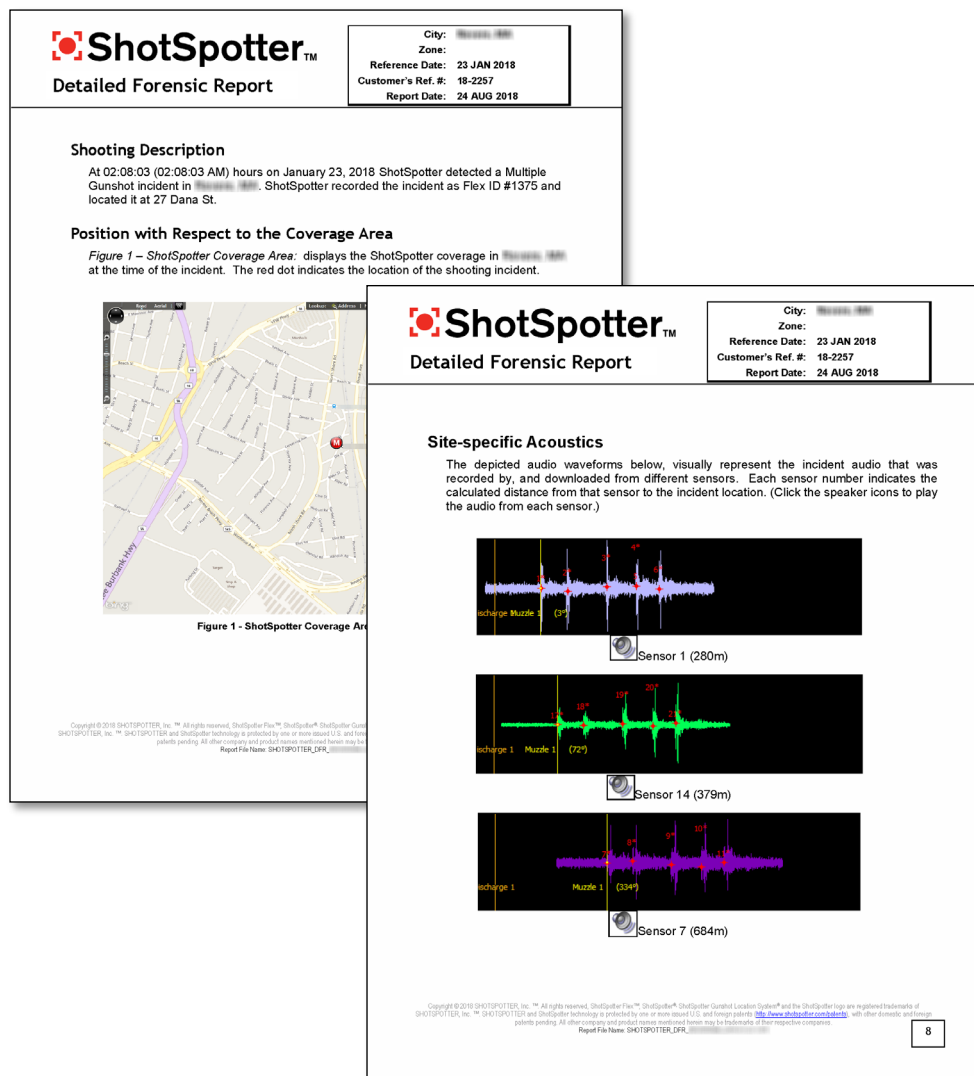


Figure 8: ShotSpotter Detailed Forensic Report (DFR)

- Weapon type (e.g., automatic vs. semi-automatic)
- Number of rounds fired
- Possibility of multiple shooters

Unlike the ILS, the DFR is a court-admissible document prepared by our forensic engineers. The DFR is intended to be used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondly, DFRs are available for use by law enforcement to obtain search warrants or to investigate Officer Involved Shootings. DFRs are available upon written request, and our goal is to deliver all DFRs within ten business days of the request.

To support prosecutions, audio snippets provide powerful demonstrative evidence to prosecutors and allow jurors to gain a deeper understanding of the victims' experience of the incident. For prosecutors who wish to have a ShotSpotter expert witness testify regarding a DFR, to help interpret and clarify crime scene activity derived from ShotSpotter data, or provide other forensic consultation services, these services are available for an hourly fee.

In 17 states and in the District of Columbia, ShotSpotter evidence and ShotSpotter expert witness testimony have been successfully admitted in over 100 court cases. ShotSpotter forensic evidence has prevailed in nine Frye challenges, including four in California, and five Daubert challenges throughout the United States.

Onboarding Services

Concurrent with the sensor design and deployment activities, ShotSpotter will provide a series of onboarding services to prepare the Police Department to maximize the value of the ShotSpotter service. These standard onboarding steps will be refined to best serve the Department team and ShotSpotter users. ShotSpotter onboarding services are designed to:

- Ensure successful ShotSpotter activation (go-live)
- Ensure full utilization of the features and functions available with the ShotSpotter service
- Ensure that the Department's Best Practices are refined, as needed, to respond most effectively to the gun crime intelligence data being delivered for the coverage area
- Track and monitor the efficacy of the ShotSpotter service

ShotSpotter has assembled a Customer Success Team of professionals with more than 100 years of combined law enforcement experience. The mission of this team of Consultants, Trainers, and Analysts is to maximize customer success with the ShotSpotter service. This team is available to our customers both pre- and post-production to advise, train, and guide them on the most effective use of the tools and services available with the ShotSpotter solution. The following provides a high-level overview of ShotSpotter's standard Customer Onboarding Services, which will be tailored to support the Department:

Getting Started

Prior to contract execution, a ShotSpotter Customer Success Director will work with the Department's project team to plan the onboarding process, beginning with an onsite Customer Kick-Off Meeting with all stakeholders. The teams will review the program objectives, lay out the key implementation steps, agree on a targeted activation date (go-live), and establish a protocol for ongoing communication throughout the onboarding process. ShotSpotter will schedule biweekly status calls with the Department's Program Manager and other project leaders to maintain regular communication throughout the implementation process.

Best Practices

Early in the Customer Onboarding Process, ShotSpotter's Customer Success team, led by the assigned Customer Success Director, will work with the Department's Program Manager and other project leaders to schedule and conduct a series of Best Practices sessions. These sessions will assist the Department in establishing response protocols and procedures to manage the gunshot alerts and gun crime intelligence data that will be provided upon activation of the ShotSpotter service. ShotSpotter will customize and conduct these sessions for each of the following groups of users involved in the gun violence reduction program in the targeted coverage area:

- Program Management
- Dispatch/Communications
- Field Operations/Patrol
- Investigations
- Prosecution
- Intelligence & Crime Analysis

User Training

ShotSpotter will assign a Customer Success Director to the Department to ensure that we deliver consistent, quality best practices training based on the Department's needs to maximize the value of our service. The Customer Success Director will remain engaged with the Department for the duration of our relationship. In preparation for the planned cutovers, ShotSpotter will assign a Trainer to the Department to train each group of users on the ShotSpotter applications, including Respond, Dispatch, ShotSpotter Administrative Portal, and ShotSpotter Insight. The Trainer will conduct a Training Orientation with the Department's Program Manager to ensure all users are properly trained on the relevant applications. ShotSpotter's Trainer will work with the Department to tailor a training program that addresses the unique needs and/or scheduling constraints of the Department users. The training will be performed through a combination of remote instructor-led live training, train-the-trainer, and on-line recorded computer-based training.

Agency Metrics/KPIs (Key Performance Indicators)

ShotSpotter Customer Success team members, led by the assigned Customer Success Director, will work with the Department's Program Manager and Command staff to review, define, and adopt a set of agency metrics, or Key Performance Indicators (KPIs), to establish and monitor the efficacy of the ShotSpotter service and related agency Best Practices. It is important to ensure that the agency and all stakeholders have visibility (and routines in place) to track the program metrics or KPIs needed to monitor the status of the program and to make informed decisions regarding resources, response protocols, and the best practices to drive success.

Onsite Support During Service Activation (Go-Live)

On the day of ShotSpotter service activation to a live production status, ShotSpotter's Customer Success Director will be on site to ensure that the transition is smooth, that the established best practices are being implemented as planned, and that user questions are answered quickly. Prior to cutover, ShotSpotter team will facilitate an introduction to the ShotSpotter Support organization to review the support process and introduce the designated Technical Support Engineer to the Department. Following system activation, the designated Technical Support Engineer will facilitate a series of Status Calls with the Department to review the performance of the service. The Customer Success Director will continue to work with the Department to review and results being achieved by each group of users involved in the gun violence reduction program.

Ongoing Customer Support

As an ongoing service, the Customer Support organization will publish a monthly Scorecard to the Department to communicate details on system performance and our service including the number of Gunshot Alerts, Misses, Mislocated Incidents, Misclassified Incidents, and other useful metrics. This report will be reviewed by the designated Technical Support Engineer on a monthly basis and any and all concerns will be discussed and addressed.

ShotSpotter standard customer support includes 24/7 assistance with user accounts, software interface, tools, features, incident (re)classification, and review. Tier 1 Support is provided by our Incident Review Center (IRC). IRC staff have extensive experience with ShotSpotter applications and provide real-time support of basic issues, and first level of support for information gathering and triage for advanced troubleshooting by Tier 2 Support. The Tier 2 Support Team comprises technically advanced, experienced Customer Support professionals who are responsible for advanced levels of troubleshooting and analysis, IT Support, mapping issues, etc.

Support Level	Tier 1 Support (IRC)	Tier 2 Support (Customer Support)
Features	<ul style="list-style-type: none"> Login support Report a misclassification Report a missed incident Report a mislocated incident Basic audio request General/application questions Request for ILS 	Normal Support: <ul style="list-style-type: none"> Analysis of missed gunshots Detailed audio search Performance analysis Integration issues Critical Support: <ul style="list-style-type: none"> System outage
Hours of Operation	24x7x365	Normal Support: 5 am – 11 pm Pacific Time Zone Escalation: 24x7x365

Customer References

ShotSpotter has more than 125 customers covering over 850 square miles. ShotSpotter is the leader in the development and deployment of wide area acoustic gunshot detection and location systems. Today, ShotSpotter provides gunshot detection and location services to law enforcement agencies across the country. Among these are:

- Sacramento County Sheriff's Office, CA
- Sacramento Police Department, CA
- San Francisco Police Department, CA
- East Palo Alto Police Department, CA
- Pasadena Police Department, CA
- Milwaukee Police Department, WI
- Fresno Police Department, CA
- Richmond Police Department, CA
- San Pablo Police Department, CA
- Bakersfield Police Department, CA
- Chicago Police Department, IL
- Minneapolis Police Department, MN

Pricing

3.0 mi² Coverage Area

Contract Term	Coverage Area Size	One-Time Service Startup Fees (Initiation & Onboarding)	Annual Subscription Fees**	Annual Notifications API Fees*	Total
5 Years	3.0 mi ²	\$40,000	\$210,000 x 5	\$9,500 x 5	\$1,137,500
Discount for Multi-Year Term*		(\$30,000)		(\$9,500) x 5	(\$77,500)
TOTAL					\$1,060,000

*See Pricing Assumptions below for details.

**ShotSpotter's current annual subscription fee is \$70,000 per square mile.

Forensic Consultation Services

Forensic Consultation Service Fee (Expert Witness Services)	\$350/hour
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Expert Witness Testimony Services are available upon request and billed separately at the above rate.

Payment Terms

Payment for the service initiation, onboarding, subscription, and interface license shall be as follows:

- 50% of Year 1 fees due upon execution of agreement (\$110,000)
- 50% of Year 1 fees due upon ShotSpotter activation (live) status (\$110,000)
- 100% of Year 2 fees due prior to first anniversary of ShotSpotter live status (\$210,000)
- 100% of Year 3 fees due prior to second anniversary of ShotSpotter live status (\$210,000)
- 100% of Year 4 fees due prior to third anniversary of ShotSpotter live status (\$210,000)
- 100% of Year 5 fees due prior to fourth anniversary of ShotSpotter live status (\$210,000)

Expert Witness Testimony Services are available upon request and billed separately at the above rate.

Pricing Assumptions

This pricing is submitted based on the following assumptions:

- This pricing assumes that the services will be delivered under the terms of the ShotSpotter Respond Services Agreement to which this Proposal will be attached as Exhibit A.
- The Multi-Year Term Commitment discount will be applied to the one-time Service Initiation fees and the Annual Notifications API fees and is contingent upon ShotSpotter receiving a term commitment of three or more years, allowing us to invoice automatically for each annual subscription term over the entire length of the agreement, without any requirement for obtaining additional approvals, purchase orders, or notifications.
- The Notifications API License is a recurring annual subscription fee which includes up to three interfaces. Fees do not include costs required from other vendors to implement or support the planned interfaces.
- The pricing assumes that the Department will provision network access to meet ShotSpotter minimum specifications and requirements for all computers (PCs and MDCs) that will access the ShotSpotter service.
- This pricing does not include any state or local taxes; if taxes are applicable, we will be happy to provide an amended price quotation upon request.
- This pricing remains valid until December 16, 2022.



**Price Proposal for Subscription-Based
Gunshot Detection, Location, and Forensic Analysis Service
for City of Antioch, California
October 16, 2022
Proposal ID: ANTICA101622**

Submitted by: Terri Greene, Director – West Region
714.365.5102 mobile
650.887.2106 fax
tgreene@shotspotter.com

ShotSpotter, Inc.
39300 Civic Center Drive, Suite 300
Fremont, California 94538
888.274.6877
www.shotspotter.com

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 - With the precise location provided, alerts can help officers find victims, witnesses, and evidence (shell casings) that often lead to suspects and arrests.
 - Respond alerts have assisted police in uncovering and confiscating illegal firearms and identifying ghost gun manufacturing operations.

The ShotSpotter gunshot detection, alert, and analysis services provide what would be otherwise unobtainable, critical real-time gunfire intelligence. The core capabilities of the ShotSpotter solution are:

- **DETECT** – ShotSpotter detects and locates gunfire incidents enabling a fast, precise response to over 90% of shooting incidents within the targeted areas. This has a powerful deterrent effect and disrupts the gun violence cycle.
- **PROTECT** – ShotSpotter helps to protect officers by providing them with comprehensive data on the actual amount of gunfire activity that occurs in the neighborhoods they patrol and provides critical situational awareness when responding to specific incidents.
- **CONNECT** – By applying community policing-oriented best practices, ShotSpotter provides a unique opportunity for law enforcement agencies to connect with vulnerable communities. Rapid response to gunfire incidents in communities that have been most impacted by gun violence builds positive attitudes towards law enforcement and leads to more constructive engagements and cooperation.

ShotSpotter has become an indispensable crime-fighting tool for these agencies, in light of the community dynamics that fuel gun violence and the well-documented challenges of relying solely on 9-1-1 calls for service:

- **Under-reporting of persistent gunfire:** Nationwide, on average, less than 20% of gunfire incidents are reported to 9-1-1. Why don't residents call? The answer is complex, but typically involves the following concerns:
 - Recognition: "Was that gunfire, fireworks, or something else?"
 - Retaliation: "If they find out I called, will they come after me?"
 - Resignation: "No one came the last time I called..."

Without ShotSpotter, most law enforcement agencies are working with an 80% to 90% deficiency in their gun violence-related intelligence.

- **Late and inaccurate information:** When a citizen reports a gunfire incident, the 9-1-1 call typically comes several minutes after the event has occurred, and based on analysis, the location provided is usually mislocated by 750 feet (on average). As a result, valuable time and resources are wasted trying to locate the incident, greatly diminishing the opportunity to identify suspects and witnesses, recover evidence, and, most important, render life-saving aid to victims.

The ability to receive near real-time gunfire intelligence data provides law enforcement agencies with a critical advantage in their efforts to reduce and prevent gun violence and improve officer safety. Specific results include:

- Officers can more quickly and more accurately go directly to the scene of the shooting
- Situational awareness is vastly improved over what is available when relying solely on the 9-1-1 system
- Law enforcement has a better chance of arriving before the shooter has left the scene
- Officers are much more likely to find evidence in the form of shell casings (which, in conjunction with NIBIN/IBIS, provide valuable investigative leads) and/or other ground truth that can aid in the investigation
- Officers are more likely to find witnesses who may have information that can aid in the investigation
- Community engagement is heightened, which often translates into more information from the community (e.g., tip lines, field interviews, etc.)
- Targeted enforcement (precision policing) is enhanced
- More court-admissible and scientifically sound forensic evidence is available to strengthen prosecutions of the worst offenders

How it Works

Based on an analysis of known gunfire-related crimes, the ShotSpotter team designs and deploys networked sensors within the targeted coverage area. These acoustic arrays detect and locate gunshot activity within the coverage area and report that information to ShotSpotter's Incident Review Center (IRC) which is staffed 24/7/365. ShotSpotter uses a two-factor incident review process to minimize false alerts. The first tier is performed by sophisticated AI software. Once the software has performed an initial review and filtered out any incidents that are determined not to be gunfire (e.g., helicopter noise, fireworks, etc.), the data is received at our IRC.

The IRC review process is performed by a team of highly trained acoustic experts. In addition to examination of the incident audio, the review process involves examination of visual characteristics of the detected pulses and the incident, such as the number of participating sensors, the wave form, pulse alignment, and the direction of sound. The IRC review results in publishing (Gunshot or Probable Gunshot) or dismissal (Non-Gunshot) of the incident with a high level of precision. If the reviewer classifies the incident as a gunshot, the reviewer sends an alert, including location information and an audio snippet, to law enforcement agencies via a password-protected application on a mobile phone, in-car laptop, or computer. In addition to the dot on the map and audio, ShotSpotter provides details such as number of shots fired, whether multiple shooters are involved, and whether high-capacity and/or fully automatic weapons are being used. This entire process (i.e., recording the impulsive sound, two-factor review, and publishing alerts to authorized users) is designed to be completed in less than 60 seconds (but is often completed within 25 to 30 seconds).

ShotSpotter customers receive a contextually rich, detailed gunfire alert that enables a fast, precise, and safer response to gunfire incidents. In addition, ShotSpotter alerts can also trigger other technology platforms such as cameras that can pan and zoom in the direction of an event. ShotSpotter has also successfully integrated with a wide range of third-party applications such as CAD, RMS, License Plate Readers, drones, and other applications.

We appreciate your consideration of our proposal. ShotSpotter is committed to your success and we look forward to partnering with you to make ShotSpotter a key component of your efforts to reduce gun crime in the City of Antioch.

Company History

ShotSpotter was founded in 1995 and has been providing gunshot detection solutions since its inception. ShotSpotter is the world leader in gunshot detection, with over 900 square miles operational; more than 14 million incidents reviewed; and 40 issued patents. ShotSpotter is a publicly traded corporation (NASDAQ: SSTI) with approximately 175 full-time employees and is headquartered in Fremont, California.

ShotSpotter provides precision-policing solutions for law enforcement to help deter gun violence and make cities, campuses, and facilities safer. Our flagship product, ShotSpotter Respond, is the leading gunshot detection, location, and forensic analysis system, and is trusted by more than 125 cities. Other product offerings include:

- ShotSpotter Investigate™, a cloud solution for case management to improve overall clearance rates across all crime categories
- ShotSpotter GCM™, our gun crime management system, is an extension of Respond that provides a centralized, collaborative case platform and enables gun crime units to effectively track, manage, and correlate gun crime cases to maximize the impact of the NIBIN program
- ShotSpotter Connect™ (formerly Missions™), which uses artificial intelligence-driven analysis to help strategically plan patrol missions and tactics for maximum crime deterrence
- ShotSpotter SecureCampus®, designed to provide outdoor gunfire coverage at university and school campuses
- ShotSpotter SiteSecure™ for critical infrastructure designed to detect gunfire attacks on commercial and federal buildings, electrical substations, airports, and large outdoor structures
- ShotSpotter Labs, which focuses on innovative applications of ShotSpotter to help protect wildlife and the environment; currently helping combat rhino poaching in South Africa and will soon launch other applications for global wildlife protection, such as combatting illegal blast fishing in Malaysia with underwater sensors

Proposed Coverage Areas

ShotSpotter Respond is deployed to provide coverage for one or more specified areas, each bounded by a specific coverage area perimeter. ShotSpotter will design the final coverage area based upon the Department's requirements and based upon analysis of historical crime data. The areas delineated by a red boundary in the images below are rough estimates of the proposed coverage areas based on analysis of the Department-provided crime data as described below and the Department's specifications; please note, the final coverage area may vary.

Using the data provided by the Antioch Police Department for January 1, 2017 through May 18, 2022, the maps below depict the preliminary coverage boundaries. ShotSpotter will collaborate with Antioch Police Department stakeholders to determine the final coverage boundaries and any resulting adjustments to the proposal to address the Antioch Police Department's needs and priorities.

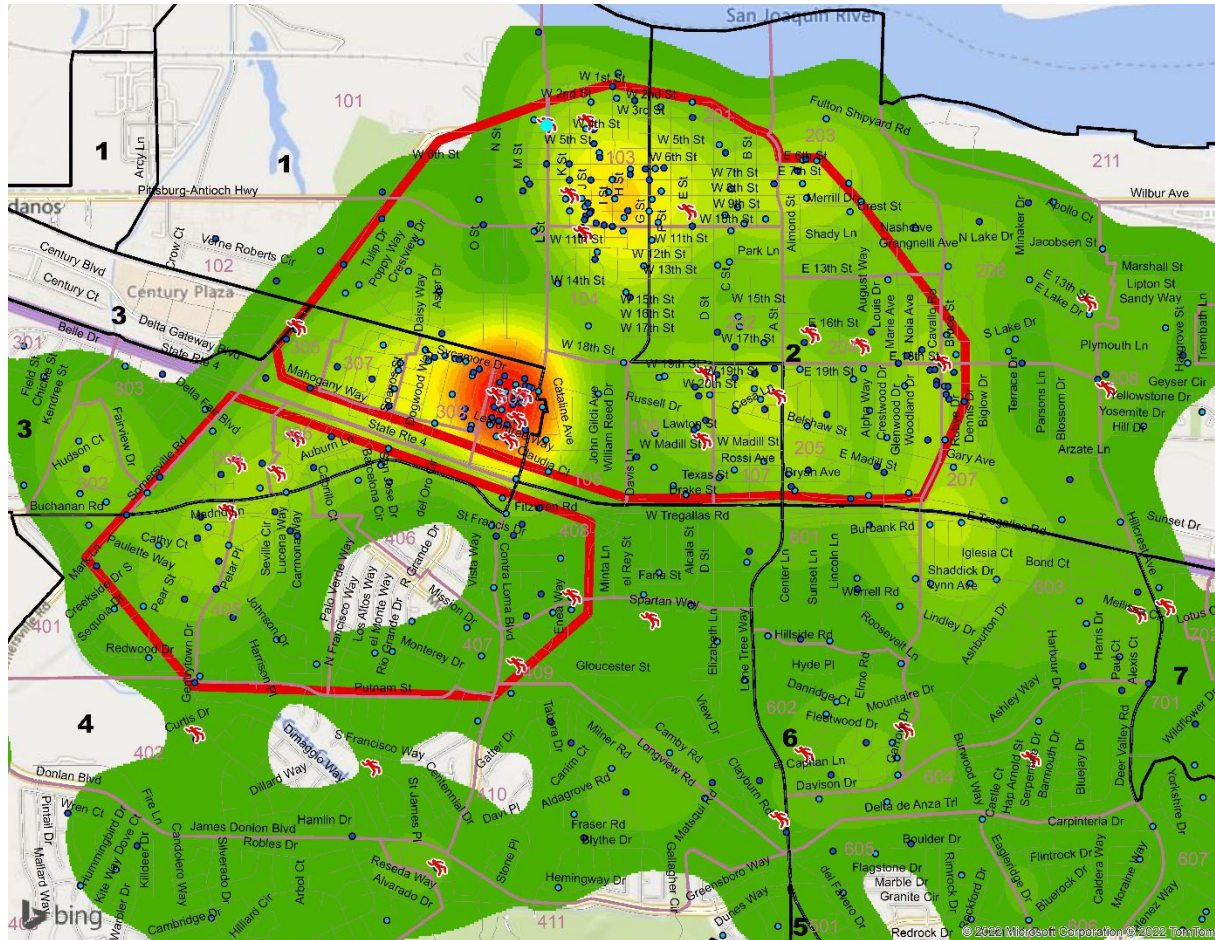


Figure 1: Proposed ShotSpotter Coverage Areas Total = 3.0 square miles

North of CA-4 = 2.0 square miles, South of CA-4 = 1.0 square mile

The heat map in Figure 1: Proposed ShotSpotter Coverage Areas depicts the following within the total 3.0 square mile coverage areas (outlined in red):

Icon	Crime Type Definition	Quantity	Percentage of Totals
	Homicide	22	47.8%
	Aggravated Assault	158	55.8%
	Shooting	216	43.6%
Heat Map	Calls for Shots Fired (SHOTS, PROM, 246, 246JO)	1,274	35.5%

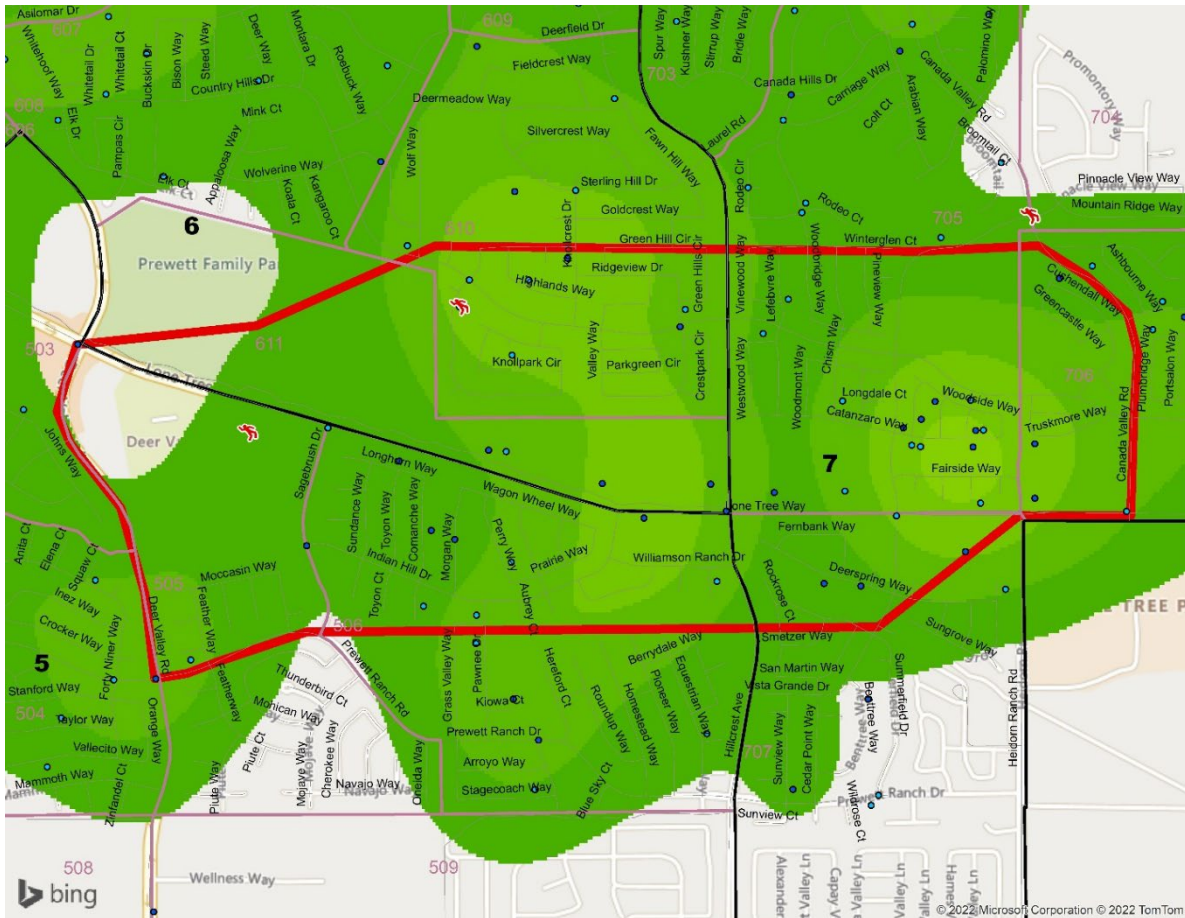


Figure 2: Proposed Additional ShotSpotter Coverage Area = 1.0 square mile

The heat map in Figure 2: Proposed ShotSpotter Additional Coverage Area depicts the following within the 1.0 square mile coverage area (outlined in red):

Icon	Crime Type Definition	Quantity	Percentage of Totals
	Homicide	2	4.3%
	Aggravated Assault	26	9.2%
	Shooting	26	5.3%
Heat Map	Calls for Shots Fired (SHOTS, PROM, 246, 246JO)	234	6.5%

The total for all proposed coverage depicts the following within the 4.0 square miles (outlined in red) in both figures:

Icon	Crime Type Definition	Quantity	Percentage of Totals
	Homicide	24	52.2%
	Aggravated Assault	184	65.0%
	Shooting	242	48.9%
Heat Map	Calls for Shots Fired (SHOTS, PROM, 246, 246JO)	1,508	42.0%

ShotSpotter Respond Service Overview

ShotSpotter helps law enforcement agencies by directing resources to the precise location of more than 90% of gunfire incidents. ShotSpotter rapidly notifies first responders of shootings via dispatch centers, in-vehicle computers, and smart phones. Instant alerts enable first responders to aid victims, collect evidence, and identify witnesses. ShotSpotter's actionable intelligence can then be used to prevent future crimes by positioning law enforcement when and where crime is likely to occur. ShotSpotter gunshot detection and location services are delivered as an easily implemented Software as a Service (SaaS) solution, with no requirement for customer investment in or maintenance of expensive hardware or software. ShotSpotter hosts, secures, monitors, and maintains the ShotSpotter infrastructure. Contracts are based on an affordable one-year or multi-year subscription agreement, and the subscription includes unlimited licenses for the proposed ShotSpotter applications.

ShotSpotter Dispatch™ and ShotSpotter Respond™ Applications

The ShotSpotter Dispatch and ShotSpotter Respond applications are used by Call Takers, Dispatchers, and Patrol Officers in the field. Real-time notifications of gunfire incidents are delivered to these apps and include the following data:

- Incident location (dot on the map)
- Type of gunfire (single round, multiple round)
- Unique identification number
- Date and time of the muzzle blast (trigger time)
- Nearest address of the gunfire location
- Number of shots
- District identification
- Beat identification

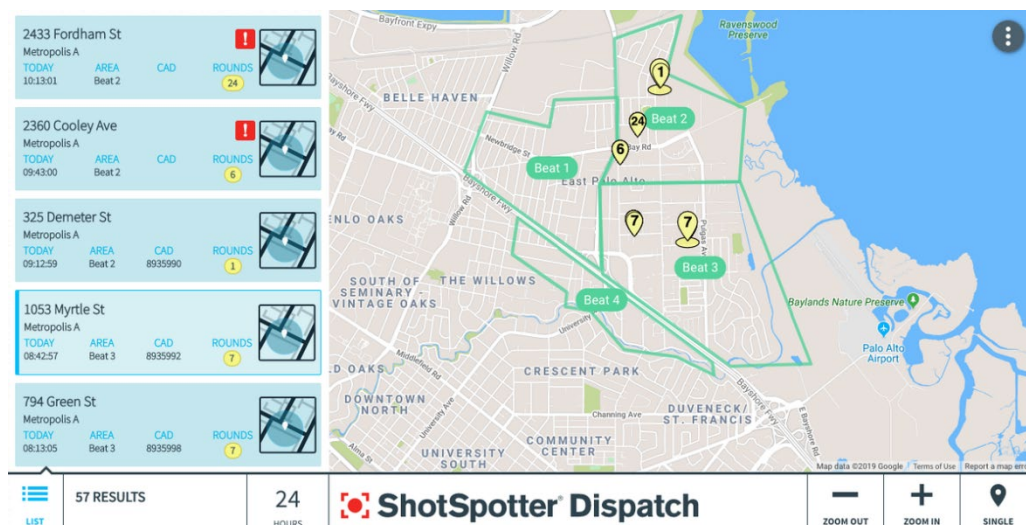


Figure 3: ShotSpotter Dispatch App

A ShotSpotter analyst may add other contextual information such as the possibility of multiple shooters, high-capacity weapons, full-automatic weapons, and the shooter's location related to a building (front yard, back yard, street, etc.). The report also includes an audit trail of the time the alert was published, acknowledged, and closed at the customer facility. All notes entered by Call Takers and Dispatchers added to the alert are time- and date-stamped with the operator's ID. For Patrol Officers, the alert includes an audio snippet of the incident.

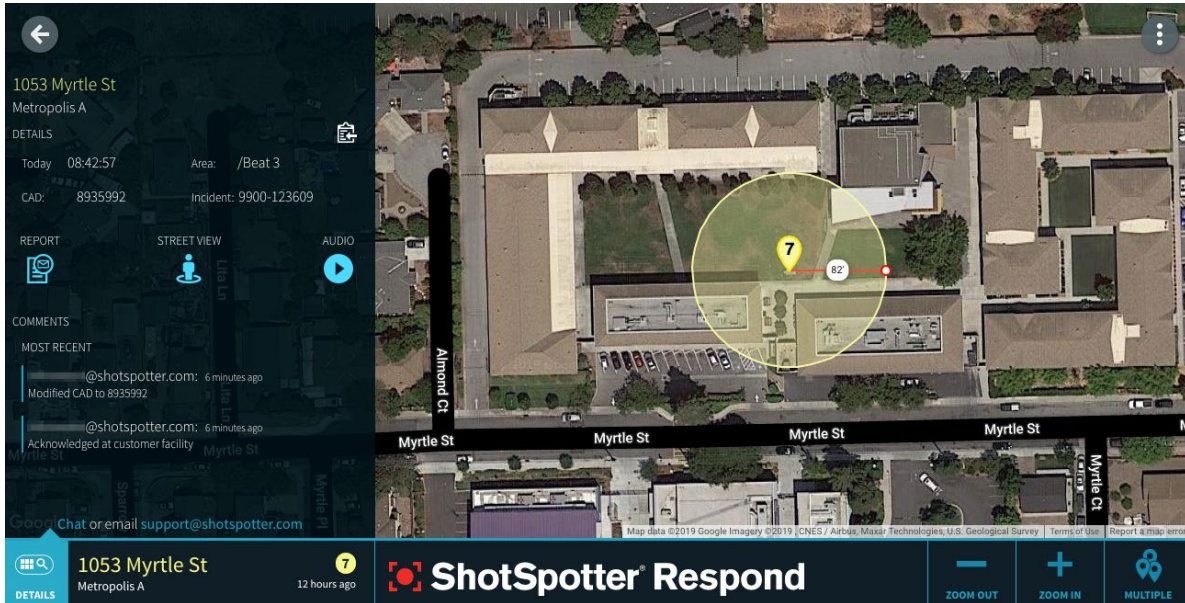


Figure 4: ShotSpotter Respond App

ShotSpotter Insight™

ShotSpotter Insight™ enables customers to explore details about prior gunshot incidents in their ShotSpotter coverage area and use the data for investigation and analysis. Crime analysts, investigators, and command staff can view, filter, sort, report, and transform historical gunshot data into meaningful insights, ultimately informing strategies for reducing gun violence.

Insight enables users to find and identify the incidents using an extensive array of filters for date, time, location, keywords, single vs. multiple gunshots, patrol areas, as well as shapes drawn on the map. The shape filters narrow a search for shooting incidents within a radius of a known address, across several blocks, or look for and monitor activity on both sides of a jurisdictional border. Saved reports retain common filter settings for quick retrieval (e.g., "District 4 Gunfire – Last 28 days").

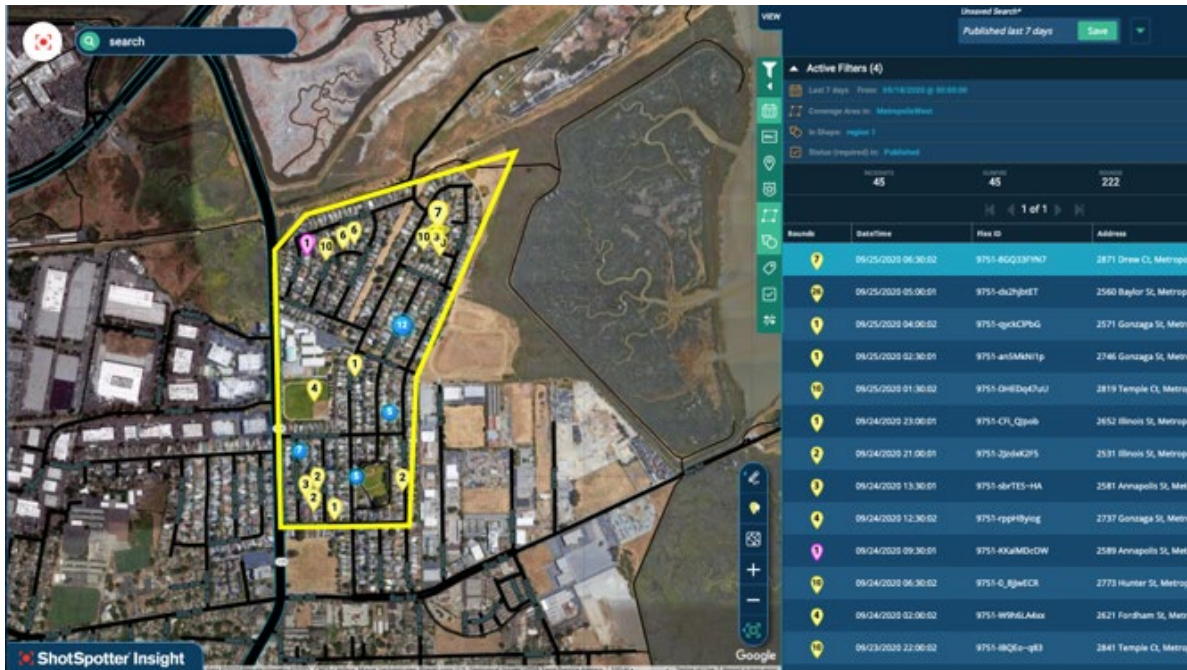


Figure 5: ShotSpotter Insight App

Insight shows how a shooting event unfolded by watching a shot-by-shot animation that details the location and sequence of each shot. The software also highlights other nearby incidents that may be potentially related based on its relative distance and time of occurrence.

Insight comes with a set of reports that make it easy to share incident data throughout an agency:

- The Investigative Lead Summary report give details of a shooting incident including audio, location, sequence, and timing of each shot fired. This report is often used to share incident audio and details with colleagues, aid investigators with collecting evidence at the scene of a shooting and conducting better interviews of witnesses, suspects, and victims, or attach to a case file.
- The Multi-Incident report provides a summary of shooting incidents broken out by single, multiple, and probable gunshot incidents as well as any non-gunfire incidents if they were included in the search. The summary is followed by details for each incident including the date, time, location, number of rounds, CAD ID, Respond ID, and other details.

For custom ad hoc reporting and analysis, Insight can export incident data to other off-the-shelf products such as Microsoft Excel, Tableau, Google Earth, ArcGIS, and other tools.

Mobile Alerts

Real-time gunfire alert data can be delivered to smart phones and smart watches via the Respond smartphone application, available for use on iPhones and Android platforms. The gunfire location is displayed as a dot on a map, and the data also includes the number of rounds fired and access to the incident audio.



Figure 6: Smart Watch Notification

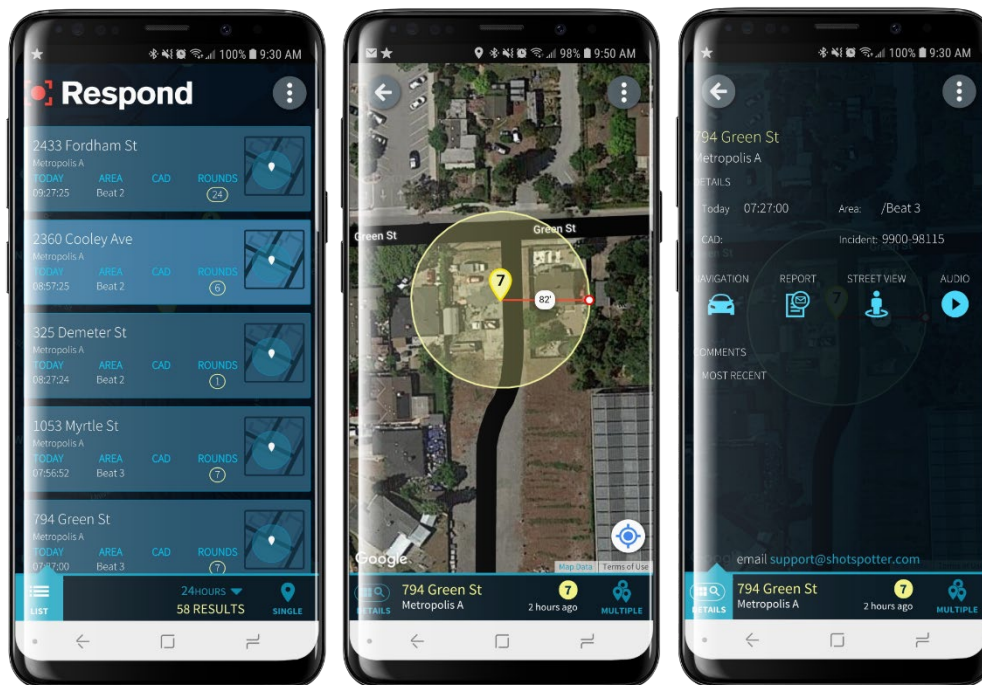


Figure 7: ShotSpotter Respond App Smartphone Notification

Notifications API

The ShotSpotter Notifications API (available as a separately priced option) allows client applications to receive accurate, timely details about ShotSpotter gunfire alerts, including precise latitude and longitude (geolocation), GPS-synchronized timestamps, incident audio, and situational context provided by the 24x7x365 ShotSpotter Incident Review Center. Typical integrations include:

- Video Management Systems (VMS)
- Computer-Aided Dispatch (CAD) systems
- Records Management Systems (RMS)
- Automated License Plate Readers (ALPRs)
- Crime analysis and statistics packages (including COMPSTAT software)

Each Notifications API license pack is available for an annual subscription fee that includes:

- Up to three (3) interfaces
- Establishing an instance of the API for the Department on ShotSpotter-hosted servers
- Consulting with the Department and third parties to ensure the API operates according to the API specifications
- 24x7 alerts to up to three third-party interfaces
- Supporting the third party and Department as systems are upgraded

Additional API licenses can be purchased in packs of three interfaces.

Investigative Lead Summary

ShotSpotter recently introduced a new, on-demand report available through the ShotSpotter Respond application. The Investigative Lead Summary (ILS) provides useful details about the location, timing, and sequence of each shot fired during an incident. The ILS is very valuable on scene, helping law enforcement find shell casings, confirm witness accounts, and identify suspects. ILS reports are available immediately after an incident occurs through a single click of a button within the mobile, web, or desktop ShotSpotter Respond application.

The ILS will fulfill the majority of law enforcement agency needs, particularly in situations where a report is not intended for presentation to court (since the ILS report is electronically produced, it is not court admissible).

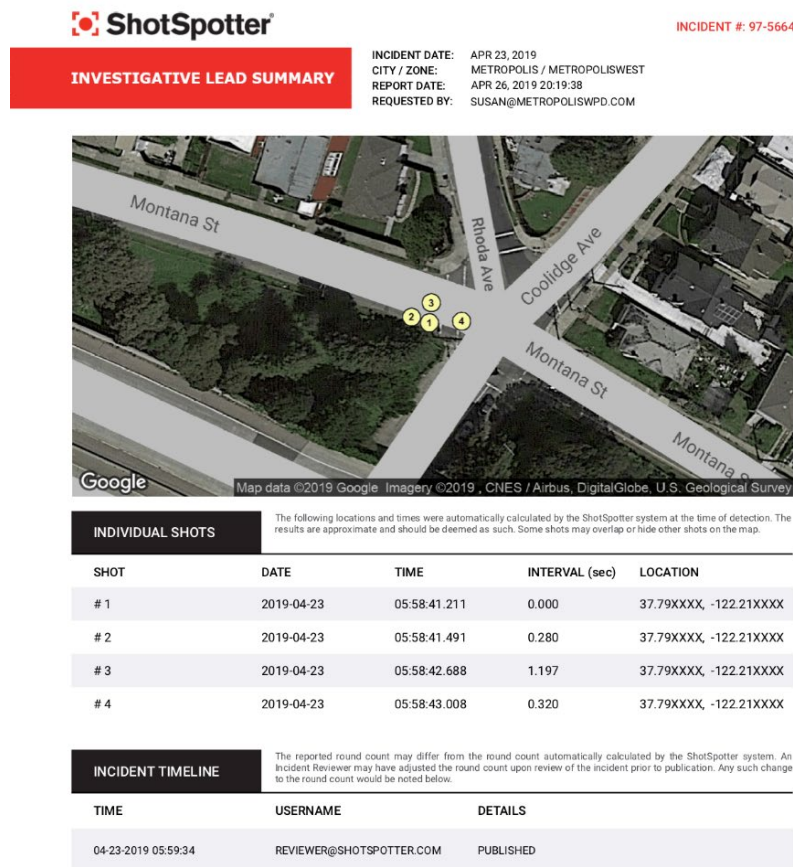


Figure 8: ShotSpotter Investigative Lead Summary (ILS)

In nearly all the criminal proceedings in which our experts have been called to testify, ShotSpotter has produced detailed, round-by-round analysis of the timing and location of the shots fired by one or more weapons. To the best of our knowledge, no other acoustic-based gunshot detection system has been accepted in a court of law as providing this kind of forensic evidence.

Figure 9: ShotSpotter Detailed Forensic Report (DFR)

- Weapon type (e.g., automatic vs. semi-automatic)
- Number of rounds fired
- Possibility of multiple shooters

Unlike the ILS, the DFR is a court-admissible document prepared by our forensic engineers. The DFR is intended to be used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondly, DFRs are available for use by law enforcement to obtain search warrants or to investigate Officer Involved Shootings. DFRs are available upon written request, and our goal is to deliver all DFRs within ten business days of the request.

To support prosecutions, audio snippets provide powerful demonstrative evidence to prosecutors and allow jurors to gain a deeper understanding of the victims' experience of the incident. For prosecutors who wish to have a ShotSpotter expert witness testify regarding a DFR, to help interpret and clarify crime scene activity derived from ShotSpotter data, or provide other forensic consultation services, these services are available for an hourly fee.

In 17 states and in the District of Columbia, ShotSpotter evidence and ShotSpotter expert witness testimony have been successfully admitted in over 100 court cases. ShotSpotter forensic evidence has prevailed in nine Frye challenges, including four in California, and five Daubert challenges throughout the United States.

Onboarding Services

Concurrent with the sensor design and deployment activities, ShotSpotter will provide a series of onboarding services to prepare the Police Department to maximize the value of the ShotSpotter service. These standard onboarding steps will be refined to best serve the Department team and ShotSpotter users. ShotSpotter onboarding services are designed to:

- Ensure successful ShotSpotter activation (go-live)
- Ensure full utilization of the features and functions available with the ShotSpotter service
- Ensure that the Department's Best Practices are refined, as needed, to respond most effectively to the gun crime intelligence data being delivered for the coverage area
- Track and monitor the efficacy of the ShotSpotter service

ShotSpotter has assembled a Customer Success Team of professionals with more than 100 years of combined law enforcement experience. The mission of this team of Consultants, Trainers, and Analysts is to maximize customer success with the ShotSpotter service. This team is available to our customers both pre- and post-production to advise, train, and guide them on the most effective use of the tools and services available with the ShotSpotter solution. The following provides a high-level overview of ShotSpotter's standard Customer Onboarding Services, which will be tailored to support the Department:

Getting Started

Prior to contract execution, a ShotSpotter Customer Success Director will work with the Department's project team to plan the onboarding process, beginning with an onsite Customer Kick-Off Meeting with all stakeholders. The teams will review the program objectives, lay out the key implementation steps, agree on a targeted activation date (go-live), and establish a protocol for ongoing communication throughout the onboarding process. ShotSpotter will schedule biweekly status calls with the Department's Program Manager and other project leaders to maintain regular communication throughout the implementation process.

Best Practices

Early in the Customer Onboarding Process, ShotSpotter's Customer Success team, led by the assigned Customer Success Director, will work with the Department's Program Manager and other project leaders to schedule and conduct a series of Best Practices sessions. These sessions will assist the Department in establishing response protocols and procedures to manage the gunshot alerts and gun crime intelligence data that will be provided upon activation of the ShotSpotter service. ShotSpotter will customize and conduct these sessions for each of the following groups of users involved in the gun violence reduction program in the targeted coverage area:

- Program Management
- Dispatch/Communications
- Field Operations/Patrol
- Investigations
- Prosecution
- Intelligence & Crime Analysis

User Training

ShotSpotter will assign a Customer Success Director to the Department to ensure that we deliver consistent, quality best practices training based on the Department's needs to maximize the value of our service. The Customer Success Director will remain engaged with the Department for the duration of our relationship. In preparation for the planned cutovers, ShotSpotter will assign a Trainer to the Department to train each group of users on the ShotSpotter applications, including Respond, Dispatch, ShotSpotter Administrative Portal, and ShotSpotter Insight. The Trainer will conduct a Training Orientation with the Department's Program Manager to ensure all users are properly trained on the relevant applications. ShotSpotter's Trainer will work with the Department to tailor a training program that addresses the unique needs and/or scheduling constraints of the Department users. The training will be performed through a combination of remote instructor-led live training, train-the-trainer, and on-line recorded computer-based training.

Agency Metrics/KPIs (Key Performance Indicators)

ShotSpotter Customer Success team members, led by the assigned Customer Success Director, will work with the Department's Program Manager and Command staff to review, define, and adopt a set of agency metrics, or Key Performance Indicators (KPIs), to establish and monitor the efficacy of the ShotSpotter service and related agency Best Practices. It is important to ensure that the agency and all stakeholders have visibility (and routines in place) to track the program metrics or KPIs needed to monitor the status of the program and to make informed decisions regarding resources, response protocols, and the best practices to drive success.

Onsite Support During Service Activation (Go-Live)

On the day of ShotSpotter service activation to a live production status, ShotSpotter's Customer Success Director will be on site to ensure that the transition is smooth, that the established best practices are being implemented as planned, and that user questions are answered quickly. Prior to cutover, ShotSpotter team will facilitate an introduction to the ShotSpotter Support organization to review the support process and introduce the designated Technical Support Engineer to the Department. Following system activation, the designated Technical Support Engineer will facilitate a series of Status Calls with the Department to review the performance of the service. The Customer Success Director will continue to work with the Department to review and results being achieved by each group of users involved in the gun violence reduction program.

Ongoing Customer Support

As an ongoing service, the Customer Support organization will publish a monthly Scorecard to the Department to communicate details on system performance and our service including the number of Gunshot Alerts, Misses, Mislocated Incidents, Misclassified Incidents, and other useful metrics. This report will be reviewed by the designated Technical Support Engineer on a monthly basis and any and all concerns will be discussed and addressed.

ShotSpotter standard customer support includes 24/7 assistance with user accounts, software interface, tools, features, incident (re)classification, and review. Tier 1 Support is provided by our Incident Review Center (IRC). IRC staff have extensive experience with ShotSpotter applications and provide real-time support of basic issues, and first level of support for information gathering and triage for advanced troubleshooting by Tier 2 Support. The Tier 2 Support Team comprises technically advanced, experienced Customer Support professionals who are responsible for advanced levels of troubleshooting and analysis, IT Support, mapping issues, etc.

Support Level	Tier 1 Support (IRC)	Tier 2 Support (Customer Support)
Features	<ul style="list-style-type: none"> Login support Report a misclassification Report a missed incident Report a mislocated incident Basic audio request General/application questions Request for ILS 	Normal Support: <ul style="list-style-type: none"> Analysis of missed gunshots Detailed audio search Performance analysis Integration issues Critical Support: <ul style="list-style-type: none"> System outage
Hours of Operation	24x7x365	Normal Support: 5 am – 11 pm Pacific Time Zone Escalation: 24x7x365

Customer References

ShotSpotter has more than 125 customers covering over 850 square miles. ShotSpotter is the leader in the development and deployment of wide area acoustic gunshot detection and location systems. Today, ShotSpotter provides gunshot detection and location services to law enforcement agencies across the country. Among these are:

- Sacramento County Sheriff's Office, CA
- Sacramento Police Department, CA
- San Francisco Police Department, CA
- East Palo Alto Police Department, CA
- Pasadena Police Department, CA
- Milwaukee Police Department, WI
- Fresno Police Department, CA
- Richmond Police Department, CA
- San Pablo Police Department, CA
- Bakersfield Police Department, CA
- Chicago Police Department, IL
- Minneapolis Police Department, MN

Pricing

4.0 mi² Coverage Area

Contract Term	Coverage Area Size	One-Time Service Startup Fees* (Initiation & Onboarding)	Annual Subscription Fees**	Annual Notifications API Fees*	Total
5 Years	4.0 mi ²	\$50,000	\$280,000 x 5	\$9,500 x 5	\$1,497,500
Discount for Multi-Year Term*		(\$40,000)		(\$9,500) x 5	(\$87,500)
TOTAL					\$1,410,000

* See Pricing Assumptions below for details.

** ShotSpotter's current annual subscription fee is \$70,000 per square mile.

Forensic Consultation Services

Forensic Consultation Service Fee (Expert Witness Services) \$350/hour
Expert Witness Testimony Services are available upon request and billed separately at the above rate.

Payment Terms

Payment for the service initiation, onboarding, subscription, and interface license shall be as follows:

- 50% of Year 1 fees due upon execution of agreement (\$145,000)
- 50% of Year 1 fees due upon ShotSpotter activation (live) status (\$145,000)
- 100% of Year 2 fees due prior to first anniversary of ShotSpotter live status (\$280,000)
- 100% of Year 3 fees due prior to second anniversary of ShotSpotter live status (\$280,000)
- 100% of Year 4 fees due prior to third anniversary of ShotSpotter live status (\$280,000)
- 100% of Year 5 fees due prior to fourth anniversary of ShotSpotter live status (\$280,000)

Expert Witness Testimony Services are available upon request and billed separately at the above rate.

Pricing Assumptions

This pricing is submitted based on the following assumptions:

- This pricing assumes that the services will be delivered under the terms of the ShotSpotter Respond Services Agreement to which this Proposal will be attached as Exhibit A.
- The Multi-Year Term Commitment discount will be applied to the one-time Service Initiation fees and the Annual Notifications API fees and is contingent upon ShotSpotter receiving a term commitment of three or more years, allowing us to invoice automatically for each annual subscription term over the entire length of the agreement, without any requirement for obtaining additional approvals, purchase orders, or notifications.
- The Notifications API License is a recurring annual subscription fee which includes up to three interfaces. Fees do not include costs required from other vendors to implement or support the planned interfaces.
- The pricing assumes that the Department will provision network access to meet ShotSpotter minimum specifications and requirements for all computers (PCs and MDCs) that will access the ShotSpotter service.
- This pricing does not include any state or local taxes; if taxes are applicable, we will be happy to provide an amended price quotation upon request.
- This pricing remains valid until December 16, 2022.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Special Meeting of November 15, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ana Cortez, Human Resources Director *AC*

SUBJECT: Tentative Agreement between the City of Antioch and Antioch Police Sworn Management Association (APSMA) for the Period of March 1, 2022 – August 31, 2025

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- 1) Approving the Tentative Agreement between the City of Antioch and the Antioch Police Sworn Management Association (APSMA); and
- 2) Authorizing the City Manager or designee to make any necessary adjustments to the Fiscal Year 2021/23 budget to implement the provisions of the Tentative Agreement.

FISCAL IMPACT

The estimated fiscal impact of the APSMA Tentative Agreement for FY2021/23 is \$88,585.

DISCUSSION

The current term of the Memorandum of Understanding (MOU) between the City and APSMA covered the period of March 1, 2017 – February 28, 2022. Representatives of the City and APSMA have been meeting and conferring in good faith for several months to negotiate an agreement and finalize the MOU. If the City Council adopts the Tentative Agreement, the parties will continue to prepare an MOU to memorialize and replace the Tentative Agreement. The existing MOU will continue as modified by the terms of the Tentative Agreement until the update of the MOU is completed. When completed, the MOU will be submitted to City Council for approval and adoption.

Highlighted terms of the first year of the Tentative Agreement are:

- 42-month contract ending August 31, 2025.

- Retroactive the first full pay period after September 1, 2021, salaries for all classifications represented by the APSMA Bargaining Unit shall be increased by 1.5%.
- Effective the first full pay period after September 1, 2022, salaries for all classifications represented by the APSMA Bargaining Unit shall be increased by 2%.
- The addition of Juneteenth as a recognized City Holiday and one additional floating holiday.

Please refer to Exhibit 1 to the Resolution for the detail of the Tentative Agreement.

ATTACHMENTS

A. Resolution

Exhibit 1 to Resolution – Tentative Agreement

RESOLUTION NO. 2022/***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH
AND THE ANTIOCH POLICE SWORN MANAGEMENT ASSOCIATION FOR THE
PERIOD OF MARCH 1, 2022 – AUGUST 31, 2025**

WHEREAS, the City and the Antioch Police Sworn Management Association had a Memorandum of Understanding covering the period of March 1, 2017 – February 28, 2022;

WHEREAS, in accordance with Government Code Section 3505, the City's Negotiating Team met and conferred in good faith with representatives of the Antioch Police Sworn Management Association to negotiate a successor agreement; and

WHEREAS, representatives of the City and the Antioch Police Sworn Management Association reached a Tentative Agreement for a successor Memorandum of Understanding for the period of March 1, 2022 through August 31, 2025.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch as follows:

Section 1. The Tentative Agreement between the City of Antioch and the Antioch Police Sworn Management Association for the period of March 1, 2022 until August 31, 2025, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved; and

Section 2. The City Manager or designee is authorized to amend the FY 2021/23 budgets to implement the provisions of the Tentative Agreement.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a special meeting thereof, held on the 15th day of November, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**


**City of Antioch and APSMA
MOU Negotiations 2021-22**

**Comprehensive Tentative Agreement
September 22, 2022**


The City of Antioch ("City") and the Antioch Police Sworn Management Association ("APSMA") have met and conferred in good faith and have reached agreement on the following terms to be incorporated into the successor MOU. All proposals not specifically identified below are deemed withdrawn. It is understood and agreed that this comprehensive tentative agreement represents the complete agreement of the parties for the successor MOU and the conclusion of bargaining (subject to final approval by the City Council), and that all terms of the prior MOU not specifically referenced below shall remain unchanged and remain in full force and effect for the successor MOU.

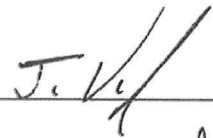
1. Cost of Living Adjustments:
 - Retroactive to the first full pay period after September 1, 2021, an across the board increase of 1.50% shall be implemented for all classifications in the bargaining unit.
 - Effective the first full pay period after September 1, 2022, an across the board increase of 2.00% shall be implemented for all classifications in the bargaining unit.
 - Effective the first full pay period after September 1, 2023, an across the board increase of 4.00% shall be implemented for all classifications in the bargaining unit.
 - Effective the first full pay period after September 1, 2024, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.
2. Term of Agreement: 42-month agreement to align expiration with APOA (3/1/2022 through 8/31/2025)
3. Holidays: Add Juneteenth (June 19th) to the list of City observed holidays in Section 5.A.

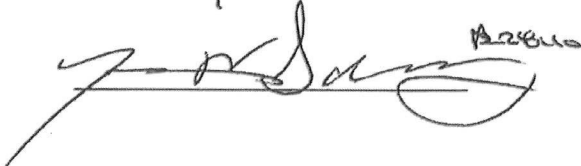
For the City:



For the APSMA:







Date: 10/4/2022

Date: 10/4/22

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Special Meeting of November 15, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ana Cortez, Human Resources Director *Ac*

SUBJECT: Tentative Agreement between the City of Antioch and Antioch Public Works Employees Association (APWEA) for the Period of April 1, 2022 – March 31, 2026

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- 1) Approving the Tentative Agreement between the City of Antioch and the Antioch Public Works Employees Association (APWEA); and
- 2) Authorizing the City Manager or designee to make any necessary adjustments to the Fiscal Year 2022/23 budget to implement the provisions of the Tentative Agreement.

FISCAL IMPACT

The estimated fiscal impact of the APWEA Tentative Agreement for FY2022/23 is \$1,021,056.

DISCUSSION

The current term of the Memorandum of Understanding (MOU) between the City and APWEA covered the period of April 1, 2017 – March 31, 2022. Representatives of the City and APWEA have been meeting and conferring in good faith for several months to negotiate an agreement and finalize the MOU. If the City Council adopts the Tentative Agreement, the parties will continue to prepare an MOU to memorialize and replace the Tentative Agreement. The existing MOU will continue as modified by the terms of the Tentative Agreement until the MOU is completed. When completed, the MOU will be submitted to City Council for approval and adoption.

Highlighted terms of the first year of the Tentative Agreement are:

- Four-year contract ending March 31, 2026.

- Effective the first full pay period after April 1, 2022, salaries for all classifications represented by the APWEA Bargaining Unit shall be increased by 4%.
- Effective January 1, 2023, the City shall contribute 100% of the Kaiser rate to the Flexible Benefits plan.
- The addition of Juneteenth as a recognized City Holiday and one additional floating holiday.

Please refer to Exhibit 1 to the Resolution for the detail of the Tentative Agreement.

ATTACHMENTS

A. Resolution

Exhibit 1 to Resolution – Tentative Agreement

RESOLUTION NO. 2022/***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH
AND THE ANTIOCH PUBLIC WORKS EMPLOYEES ASSOCIATION FOR THE
PERIOD OF APRIL 1, 2022 – MARCH 31, 2026**

WHEREAS, the City and the Antioch Public Works Employees Association had a Memorandum of Understanding covering the period of April 1, 2017 – March 31, 2022;

WHEREAS, in accordance with Government Code Section 3505, the City's Negotiating Team met and conferred in good faith with representatives of the Antioch Public Works Employees Association to negotiate a successor agreement; and

WHEREAS, representatives of the City and the Antioch Public Works Employees Association reached a Tentative Agreement for a successor Memorandum of Understanding for the period of April 1, 2022 through March 31, 2026.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch as follows:

Section 1. The Tentative Agreement between the City of Antioch and the Antioch Public Works Employees Association for the period of April 1, 2022 until March 31, 2026, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved; and

Section 2. The City Manager or designee is authorized to amend the FY 2022/23 budgets to implement the provisions of the Tentative Agreement.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a special meeting thereof, held on the 15th day of November, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**

**City of Antioch and
Antioch Public Works Employees Association
MOU Negotiations 2021-22**

**Mediated Comprehensive Agreement
October 12, 2022**

The City of Antioch ("City") and the Antioch Public Works Employees Association ("APWEA") have met and conferred in good faith and have reached a comprehensive agreement through mediation on the following terms to be incorporated into the successor MOU. All proposals not specifically identified below are deemed withdrawn. It is understood and agreed that this comprehensive agreement represents the complete agreement of the parties for the successor MOU and the conclusion of bargaining (subject to ratification by the APWEA final approval by the City Council), and that all terms of the prior MOU not specifically referenced below shall remain unchanged and remain in full force and effect for the successor MOU.

1. Term of Agreement: 4-year agreement (4/1/2022 through 3/31/2026)
2. Cost of Living Adjustments:
 - Effective the first full pay period in April, 2022, an across the board increase of 4.00% shall be implemented for all classifications in the bargaining unit.
 - Effective the first full pay period in April, 2023, an across the board increase of 2.00% shall be implemented for all classifications in the bargaining unit.
 - Effective the first full pay period in April, 2024, an across the board increase of 4.00% shall be implemented for all classifications in the bargaining unit.
 - Effective the first full pay period in April, 2025, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.
3. Holidays: Add Juneteenth (June 19th) to the list of City observed holidays in Section 14.1.
4. Safety Shoes: Amend Section 25.1 to allow the safety shoe voucher to be used to purchase other work-related equipment (safety glasses, hard hats, knee pads, etc.) other than clothing.
5. Flexible Benefits Plan:

Effective January 1, 2023, the City shall make the following contributions to the Flexible Benefits Plan on behalf of employees. These contributions include the Minimum Employer Contribution (MEC) required by CalPERS:

 1. For each employee who is eligible for employee only medical coverage, the City shall contribute one hundred percent (100%) of the Kaiser single rate and per month.
 2. For each employee who is eligible for two (2) party medical coverage, the City shall contribute one hundred percent (100%) of the Kaiser two (2) party rate per month.
 3. For each employee who is eligible for family medical coverage, the City shall contribute one hundred percent (100%) of the Kaiser family rate per month.
 4. In addition to the City contributions above, the City shall make an additional contribution to the flexible benefit plan on behalf of the employee equal to the 100% of the premium for the most densely populated City-wide dental plan at that level (single, two-party or family).
6. Call Back: Amend Section 10.4 to read "If an employee is called back to work after leaving the workplace at quitting time, prior to 12:00 midnight, employee shall, upon reporting, receive a minimum of two (2) hours' work, or if two (2) hours' work is not furnished, a minimum of two (2) hours' pay at ~~or~~ time and one-half (1-1/2) ~~whichever is greater~~. Calls responded to after 12:00 midnight until the beginning of

the day shift, unless said hours are contiguous to the employee's normal work hours and are therefore considered overtime, shall, upon reporting, receive a minimum of three (3) hours' hours work or if three (3) hours' work is not furnished, a minimum of three (3) hours' pay at ~~or~~ time and one-half (1-1/2) ~~whichever is greater~~. The minimum call back on a recognized holiday shall be three (3) hours pay at time and one-half (1-1/2). This provision does not apply to instances in which the employee is called to report before the regular starting time and is worked from the time the employee reports to the regular starting time."

7. Homeless Encampment Cleanup: The City shall engage the services of a third-party contractor to clean up homeless encampments as soon as administratively possible ~~(ideally within six months of adoption of this Agreement)~~. If the City is unable to engage the services of a third-party contractor within six months of this Agreement, the City will offer to meet and confer with APWEA over the progress and status of the vendor engagement process.

8. Equity Adjustments:

Effective the first full pay period in October 2021:

Fleet Services Technician	+18.49%
General Laborer	+3.13%
Lead Water Distribution Operator	+7.52%
Water Distribution Operator I	+6.28%
Water Distribution Operator II	+6.96%

Effective the first full pay period in April 2022:

Meter Service Worker	+5.0%
Cross-Connection Control Specialist I	+5.0%
Cross-Connection Control Specialist II	+5.0%
Lead Cross-Connection Control Specialist	+5.0%
Collection Systems Worker I	+5.0%
Collection Systems Worker II	+5.0%
Sewer Camera Truck Operator	+5.0%
Lead Collection Systems Worker	+5.0%
Equipment Mechanic II	+5.0%
Fleet Leadworker	+5.0%

For the City:



For APWEA:



Labor Consultant,
Mastagni Holstedt,
A. P. C.

Date: 10/12/22

Date: 10/12/22