



ANNOTATED AGENDA

Antioch City Council
SPECIAL AND REGULAR MEETING
Including the Antioch City Council acting as
Housing Successor to the Antioch Development Agency

Date: **Tuesday, January 9, 2024**

Time: 5:30 P.M. – Special Meeting/Work Session
6:00 P.M. – Closed Session
7:00 P.M. – Regular 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 the inside cover for detailed Speaker Rules.

PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.

Lamar Thorpe, Mayor
Monica E. Wilson, Mayor Pro Tem (District 4)
Tamisha Torres-Walker, Council Member District 1
Michael Barbanica, Council Member District 2
Lori Ogorchock, Council Member District 3

Ellie Householder, City Clerk
Lauren Posada, City Treasurer
Kwame P. Reed, Acting City Manager
Thomas Lloyd Smith, City Attorney

ACCESSIBILITY: 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@antiochca.gov.

Notice of Availability of Reports

This agenda is a summary of the actions proposed to be taken by the City Council. For almost every agenda item, materials have been prepared by the City staff for the Council's consideration. These materials include staff reports which explain in detail the item before the Council and the reason for the recommendation. The materials may also include resolutions or ordinances which are proposed to be adopted. Unless otherwise noted, City Council actions include a determination that the California Environmental Quality Act (CEQA) does not apply. The Council meets regularly on the second and fourth Tuesdays of the month at 7:00 p.m., with Closed Sessions often occurring before or after the regular meeting. City Council Agendas, including Staff Reports are posted onto our City's Website 72 hours before each Council Meeting. To be notified when the agenda packets are posted onto our City's Website, simply click on this link: [Notifications – City of Antioch, California \(antiochca.gov\)](https://www.antiochca.gov/notifications) and enter your e-mail address to subscribe. To view the agenda information, click on the following link: [City Council – City of Antioch, California \(antiochca.gov\)](https://www.antiochca.gov/city-council). Questions may be directed to the staff member who prepared the staff report, or to the City Clerk's Office, who will refer you to the appropriate person.

Notice of Opportunity to Address Council

The public has the opportunity to address the City Council on each agenda item. To address the Council, fill out a Speaker Request form and place in the Speaker Card Tray near the City Clerk before the meeting begins. This will enable us to call upon you to speak. Comments regarding matters not on this Agenda may be addressed during the "Public Comments" section. No one may speak more than once on an agenda item or during "Public Comments". The Speaker Request forms are located at the entrance of the Council Chambers. Please see the Speaker Rules on the inside cover of this Agenda.

5:30 P.M. ROLL CALL – SPECIAL MEETING – for Council Members – *All Present*

PLEDGE OF ALLEGIANCE

WORK SESSION

SM-1. DISCUSSION ITEM: TOOLS FOR ADDRESSING SUBSTANDARD PROPERTIES
Received informational presentation
Recommended Action: It is recommended that the City Council discuss, receive public comments, and provide direction to staff.

6:06 P.M. *MOTIONED TO ADJOURN SPECIAL MEETING/WORK SESSION, 5/0*

6:07 P.M. ROLL CALL – CLOSED SESSION – for Council Members – *All Present*

PUBLIC COMMENTS *for Closed Session – None*

CLOSED SESSION:

- 1) PUBLIC EMPLOYMENT – RECRUITMENT OF CITY MANAGER.** This closed session is authorized pursuant to California Government Code section 54957(b).

Direction provided to City Attorney and Human Resources Director

CLOSED SESSION – Continued

- 2) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –**
Initiation of litigation pursuant to California Government Code section
54956.9(c): Nine Cases.

Direction provided to City Attorney

6:08 P.M. MOTIONED TO ADJOURN TO CLOSED SESSION

**7:11 P.M. ROLL CALL – REGULAR MEETING – for City /City Council Members acting as Housing
Successor to the Antioch Development Agency – ***All Present*****

PLEDGE OF ALLEGIANCE

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

1. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

- DR. MARTIN LUTHER KING JR. – DAY OF SERVICE, January 15, 2024

2. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- SALES TAX CITIZENS' OVERSIGHT COMMITTEE

PUBLIC COMMENTS – *Members of the public may comment only on unagendized items.
The public may comment on agendized items when they come up
on this Agenda.*

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

MAYOR'S COMMENTS

- 3. PRESENTATION** – *Friends of the Library, presented by Walter Ruehlig*
Mr. Ruehlig not present at meeting – no presentation received

4. **CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency**
- A. APPROVAL OF COUNCIL MEETING MINUTES FOR NOVEMBER 28, 2023
Approved, 5/0
Recommended Action: It is recommended that the City Council approve the Meeting Minutes.
- B. APPROVAL OF COUNCIL MEETING MINUTES FOR DECEMBER 12, 2023
Continued, 5/0
Recommended Action: It is recommended that the City Council continue the Meeting Minutes.
- C. APPROVAL OF COUNCIL WARRANTS
Approved, 5/0
Recommended Action: It is recommended that the City Council approve the warrants.
- D. APPROVAL OF HOUSING SUCCESSOR WARRANTS
Approved, 5/0
Recommended Action: It is recommended that the City Council approve the warrants.
- E. LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 1915 D STREET (APN 067-264-009)
Reso No. 2024/01 adopted, 5/0
Recommended Action: It is recommended that the City Council adopt a resolution authorizing the Acting City Manager to execute a Lease Agreement for Real Property with R.E.A.C.H Project Inc., for property located at 1915 D Street, Antioch, CA (APN 067-264-009).
- F. RESOLUTION OF SUPPORT FOR A TRANSPORTATION DEVELOPMENT ACT GRANT FOR SCHOOL ZONE IMPROVEMENTS AT MARSH ELEMENTARY AND JOHN MUIR ELEMENTARY (P.W. 124-3)
Reso No. 2024/02 adopted, 5/0
Recommended Action: It is recommended that the City Council adopt the Resolution of Support and authorize the filing of a grant application to Metropolitan Transportation Commission requesting an allocation of Transportation Development Act Article 3 Pedestrian/Bicycle project funds in the amount of \$100,000 for school zone improvements at Marsh Elementary School and John Muir Elementary School.

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

G. FORMATION OF A COMMUNITY FACILITIES DISTRICT FOR THE DECA EAST 18TH STREET COMMERCIAL PROJECTS

Reso No. 2024/03 adopted, 5/0

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

- 1) Authorizing the California Statewide Communities Development Authority to form a Community Facilities District within the City of Antioch to finance certain public improvements;
- 2) Incorporating a Joint Community Facilities Agreement setting forth the terms and conditions of the Community Facilities District financing;
- 3) Approving an acquisition agreement between the City and the Developer or its assignee; and
- 4) Authorizing City staff to cooperate with California Statewide Communities Development Authority and its consultants in connection with the Community Facilities District formation and financing.

H. FIRST AMENDMENT TO THE AGREEMENT WITH TERRACARE ASSOCIATES FOR LANDSCAPE MAINTENANCE SERVICES

Reso No. 2024/04 adopted, 5/0

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

- 1) Rescinding the prior first amendment approved by the City Council on August 22, 2022, to the Agreement with Terracare Associates for Landscape Maintenance Services;
- 2) Approving the first amendment to the agreement with Terracare Associates for Landscape Maintenance Services in the amount of \$258,444 for a total amount of \$6,305,674; and
- 3) Authorizing the Acting City Manager or designee to execute the first amendment 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

I. CONSIDERATION OF BIDS FOR VARIOUS ASPHALT SERVICE CUT REPAIRS

Reso No. 2024/05 adopted, 5/0

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

- 1) Awarding a maintenance services agreement to the lowest, responsive, and responsible bidder, G & S Paving for various asphalt service cut repairs, in the amount of \$1,745,184.00, with the option to extend for two years in an amount of \$1,155,500 with an additional \$100,000 contingency per fiscal year for a five-year total compensation not to exceed \$3,400,684.00; and
- 2) Authorizing the Acting City Manager or designee to execute the agreement with G & S Paving for a total amount not to exceed \$3,400,684.00 in a form approved by the City Attorney.

COUNCIL REGULAR AGENDA

- 5. ADOPT A RESOLUTION AUTHORIZING THE ACTING CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH SHIELD PROTECTION & PUBLIC SAFETY, INC., DBA SPEARHEAD PROTECTION FOR PRIVATE SECURITY SERVICES OF CITY-OWNED ASSETS AND PARKING LOTS IN THE RIVERTOWN/DOWNTOWN AREA, FOR AN AMOUNT NOT TO EXCEED \$50,000 IN FISCAL YEAR 2023-24 AND \$100,000 IN FISCAL YEAR 2024-25**

Reso No. 2024/06 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the Acting City Manager to enter into a professional services agreement with Shield Protection & Public Safety, Inc., DBA Spearhead Protection, for private security services of City-owned assets and parking lots in the Rivertown/Downtown area for an amount not to exceed \$50,000 in Fiscal Year 2023-24 and \$100,000 in Fiscal Year 2024-25.

PUBLIC COMMENTS

STAFF COMMUNICATIONS

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS – *Council Members report out various activities and any Council Member may place an item for discussion and direction on a future agenda. Timing determined by Mayor and Acting City Manager – no longer than 90 days.*

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

Motioned to adjourn meeting at 8:17 p.m., 5/0

JOIN AUSD & THE CITY OF ANTIOCH FOR

MLK DAY OF SERVICE

January 15, 2024
10:00AM-1:00PM

Antioch Senior Center

415 W 2nd Street
Antioch, CA 94509

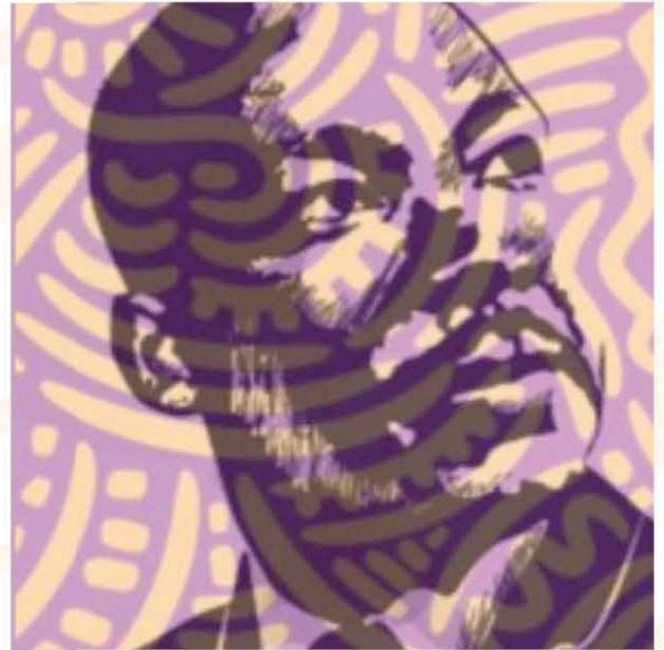
“a day on, not a day off,”
encouraging Americans to
volunteer to improve their
communities



Senior Center
925-799-7074



For Registration
ANTIOCHCA.GOV/
MLK-DAY



“Life’s most persistent and urgent question is, ‘What are you doing for others?’”

—Dr. Martin Luther King Jr.
Montgomery, Alabama 1957

Volunteer To Lead an Activity

- ✓ Senior to Senior -
A Mindful Panel Discussion
#10899
- ✓ Art Projects
#10900
- ✓ Karaoke
#10902
- ✓ Games
#10903
- ✓ Lunch
#10904



The City of Antioch encourages residents to become involved in their local community. One way to do so is to serve on one of the various Boards, Commissions, and Committees. Any interested resident is invited to apply for the following vacancies by the **Deadline Date on Friday, January 12, 2024.**

➤ **SALES TAX CITIZENS' OVERSIGHT COMMITTEE**

- One (1) Vacancy, expiring March 2024
- One (1) Vacancy, expiring March 2026

To be considered for the vacancy position(s) listed above, please fill out and sign the "Community Service Application" form available online on the City's website at: <https://bit.ly/COA-BC23>. Printed applications are also available at Antioch City Hall, 200 H Street, Antioch, CA.

Please return the completed application by the deadline date listed above, by email to: cityclerk@antiochca.gov. You can also drop off the application (Attn: City Clerk), in the water billing drop-off box outside Antioch City Hall.



***Your interest and desire to serve our community
can make a difference.***



The City of Antioch encourages residents to become involved in their local community. One way to do so is to serve on various commissions, boards, and committees. Any interested resident is encouraged to apply.

Purpose:

The Sales Tax Citizens' Oversight Committee shall review the expenditures and report publicly how the funds are being used to address the City Council's stated priorities of maintaining Antioch's fiscal stability, police patrols, 911 emergency response, youth violence prevention programs; ensuring water quality/safety; repairing streets; cleaning up parks/illegal dumping; restoring youth afterschool/summer programs; and other essential services. Each year, an independent auditor shall complete a public audit report of the revenue raised and its expenditure. The Committee's review shall be completed in conjunction with the City's budget process. The Committee's report on its review, whether oral or written, shall be considered by the City Council at a public meeting before April 1 of each year. Any written report shall be a matter of public record.

Committee Seats:

- Seven (7) Members, 4-year terms.

Meetings:

- The Committee shall meet at least twice a year.

Requirements:

- Must be a resident of the City of Antioch.
- At least one member of the Committee shall have a financial, accounting or auditing background.
- Commissioners are required to submit the Fair Political Practices Commission (FPPC) Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter.
- Commissioners are required to complete a 2-hour online AB1234 Ethics course within one year of their appointment.
- Newly appointed and reappointed Members are required to take an Oath of Office administered by the City Clerk.



To be considered for these volunteer position(s), a completed application must be emailed to: cityclerk@antiochca.gov, or mailed/delivered to the Office of the City Clerk, by the deadline date listed above. Applications are available on the City's website at: <https://bit.ly/COA-BC23>, and at the City Clerk's Office.



Community Service Application for: **SALES TAX CITIZENS' OVERSIGHT COMMITTEE**

One (1) Vacancy, expiring March 2024
One (1) Vacancy, expiring March 2026

Deadline Date: by 5:00 p.m., January 12, 2024

*Required field

APPLICANT INFORMATION ☐ Youth 14-17

*Full Name:	Main Phone: ()	Alternate Phone: ()
*Residence Address: Antioch, CA	E-mail Address:	
Employer/School:	Occupation:	Resident since:

*PARENT/GUARDIAN INFORMATION (If applicant is age 14-17 years)

*Full Name:	Main Phone: ()	Alternate Phone: ()
*Residence Address: Antioch, CA	E-mail Address:	

*QUESTIONNAIRE

Please answer the questions below on a separate sheet(s) and attach. Applications without these questions answered will not be considered. Please attach your resume (*recommended to enhance your application*).

1. List (3) main reasons for your motivation to join the Sales Tax Citizens' Oversight Committee.
2. Do you have a financial or accounting background? If so, please provide details.
3. What skills/experience do you have that would be helpful in serving on this Committee?
4. Please add any other information/comments that would be helpful in reviewing your application.

*ACKNOWLEDGEMENTS

My signature below indicates my understanding and acknowledgement that:

- ☐ *This completed application is available for public review (*youth applications are exempt*).
- ☐ *I have read and agree to the requirements listed on the Vacancy Announcement.
- ☐ *To the best of my ability, I will attend the Sales Tax Citizens' Oversight Committee regular meetings which meet **at least 2 times annually**.

Please return completed application by:

- Mail to: Office of the City Clerk
P.O. Box 5007, Antioch CA 94531
- In Person: Antioch City Hall-Clerk's Office
200 H Street, 3rd Floor
- Email to: cityclerk@antiochca.gov

*Applicant Signature

*Date

*Parent/Guardian Signature

*Date

(An original, signed application with parent/guardian signature is required, if a minor)

**CITY COUNCIL MEETING
INCLUDING THE ANTIOCH CITY COUNCIL
ACTING AS SUCCESSOR AGENCY/HOUSING SUCCESSOR
TO THE ANTIOCH DEVELOPMENT AGENCY**

**Regular Meeting
7:00 P.M.**

**November 28, 2023
Council Chambers**

5:45 P.M. - CLOSED SESSION

Mayor Thorpe called Closed Session to order at 5:45 P.M., and Acting City Clerk Rosales called the roll.

Present: Council/Agency Members District 2 Barbanica, District 3 Ogorchock, District 4 Wilson and Mayor Thorpe

Absent: Mayor Pro Tem (District 1) Torres-Walker (arrived at 5:48 P.M.)

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** pursuant to California Government Code section 54956.9(d)(1); Justin Nartea v. Pamela Sabedra et al., Contra Costa County Superior Court Case C23-01521.
2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** pursuant to California Government Code section 54956.9(d)(1); Wade v. City of Antioch, United States District Court for the Northern District of California, Case No. 23-cv-01130-DMR.
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** pursuant to California Government Code section 54956.9(d)(1); Collier Jr. v. City of Antioch, Superior Court for the State of California, Contra Costa County Case No. C22-02806.

PUBLIC COMMENTS

John Trizuto spoke on items that were not on the Closed Session agenda.

ADJOURN TO CLOSED SESSION

Mayor Thorpe adjourned to Closed Session at 5:51 P.M.

CLOSED SESSION – Continued

Mayor Thorpe reopened Closed Session at 5:53 P.M., and Acting City Clerk Rosales called the roll.

Present: Council/Agency Members District 2 Barbanica, District 3 Ogorchock, District 4 Wilson, Mayor Pro Tem (District 1) Torres-Walker and Mayor Thorpe

City Attorney Smith introduced the additional Closed Session agenda item.

4. **CONFERENCE WITH REAL PROPERTY NEGOTIATIONS** – pursuant to California Government Code section 54956.8; Property: 1915 D Street, Antioch, CA; Negotiating Parties: City of Antioch Negotiators: Kwame P. Reed, Acting City Manager and Thomas Lloyd Smith, City Attorney; Negotiating Parties: Mickie Marchetti, Executive Director, R.E.A.C.H. Project; Under Negotiation: Price and terms of payment.

ADJOURN TO CLOSED SESSION

Mayor Thorpe adjourned to Closed Session at 5:53 P.M.

7:00 P.M. REGULAR MEETING

Mayor Thorpe called the meeting to order at 7:02 P.M., and City Clerk Householder called the roll.

Present: Council/Agency Members District 2 Barbanica, District 3 Ogorchock, District 4 Wilson, Mayor Pro Tem (District 1) Torres-Walker and Mayor Thorpe

PLEDGE OF ALLEGIANCE

Mayor Thorpe led the Pledge of Allegiance.

Mayor Thorpe opened the meeting in memory of Contra Costa County Fire Fighter John Martinez and Councilmember Barbanica led a moment of silence.

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**, City Council approved a settlement in the amount of \$35,000, by a 5/0 vote, **#2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**, direction was given **#3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**, direction was given; and, **#4 CONFERENCE WITH REAL PROPERTY NEGOTIATIONS**, direction was given.

1. PROCLAMATIONS

- *In Memory of the City of Antioch's first female Mayor Louise Giersch, September 23, 1925 – September 4, 2023*
- *In Memory of Former Council Member Frank L. Stone, April 29, 1927 – October 25, 2023*

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica, the City Council unanimously approved the proclamations.

Councilmember Ogorchock memorialized Louise Giersch.

Mayor Thorpe declared a recess at 7:09 P.M. during proclamations due to a CCTV technical issue. The meeting reconvened at 7:10 P.M. with all Councilmembers present.

Former Mayor Joel Keller and Barbara Sobalvarro memorialized Louise Giersch and Frank Stone.

2. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Director of Parks and Recreation Helfenberger announced the following event:

- Holiday Delites Celebration - December 2, 2023, Antioch's Historic Rivertown

Mayor Thorpe announced the following event:

- Healing & Unity + Key to the City Event - November 30, 2023, Antioch Community Center

3. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Householder announced the following Board and Commission opening.

- Planning Commission

For more information and to apply, visit the City's website.

PUBLIC COMMENTS

Michelle Kuslits, Antioch resident, thanked Council for acknowledging Frank Stone. She discussed staffing needs at the Antioch Animal Shelter and expressed concern for an elected official who was breeding and selling puppies.

Christine Clark and Brendon O'Laskey, Rising Juntos, requested Council place a Just Cause for Evictions Ordinance on a future Council agenda.

Martha Goralka, Antioch resident, thanked Council for acknowledging Frank Stone and Louise Giersch, and discussed their contributions to the community.

Julia Emego Kwue, Antioch resident, requested an accounting of subsidies given to the private sector and an update on allegations of police misconduct. She called for the abolishment of the Planning Commission.

Devin Williams reported on his participation in the Thanksgiving turkey give-away.

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

Councilmember Ogorchock announced she would be attending Cal Cities this week. She requested staff agendaize a discussion on theft prevention designs for commercial buildings.

Councilmember Torres-Walker gave an update on the Human Rights and Racial Equity Ad Hoc Committee. She thanked Prison from the Inside Out for providing Thanksgiving food service downtown. She congratulated Mayor Thorpe on the success of the turkey give-away and thanked everyone who met the needs of community members.

MAYOR'S COMMENTS

Mayor Thorpe reported on the success of the Thanksgiving turkey giveaway and thanked everyone who participated. He stated he looked forward to the Healing & Unity event on November 29, 2023. He encouraged everyone to wear ugly sweaters for the December City Council meeting.

ON MOTION BY COUNCILMEMBER OGORCHOCK, SECONDED BY COUNCILMEMBER BARBANICA, THE CITY COUNCIL UNANIMOUSLY SUSPENDED THE RULES AND MOVED COUNCIL REGULAR AGENDA ITEMS #5 AND #6 AS THE NEXT ORDER OF BUSINESS.

COUNCIL REGULAR AGENDA

5. SALES TAX CITIZENS' OVERSIGHT COMMITTEE APPOINTMENT FOR THE VACANCY EXPIRING MARCH 2026

City Clerk Householder announced that Mayor Thorpe nominated Ami Odom to the Sales Tax Citizens' Oversight Committee for the partial-term vacancy expiring March 2026, and read her biography.

RESOLUTION NO. 2023/167

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously adopted the resolution appointing Ami Odom to the Sales Tax Citizens' Oversight Committee for the partial-term vacancy expiring March 2026.

6. BOARD OF ADMINISTRATIVE APPEALS APPOINTMENTS FOR ONE VACANCY EXPIRING MARCH 2024 AND ONE VACANCY EXPIRING MARCH 2026

City Clerk Householder announced that Mayor Thorpe nominated Sharif Umair to the Board of Administrative Appeals for the partial-term vacancy expiring March 2024, and read his biography.

RESOLUTION NO. 2023/168

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously adopted the resolution appointing Sharif Umair to the Board of Administrative Appeals for the partial-term vacancy expiring March 2024.

City Clerk Householder announced that Mayor Thorpe nominated John Constantine Richelsen to the Board of Administrative Appeals for the partial-term vacancy expiring March 2026, and read his biography.

RESOLUTION NO. 2023/169

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously adopted the resolution appointing John Constantine Richelsen to the Board of Administrative Appeals for the partial-term vacancy expiring March 2026.

City Clerk Householder administered the Oath of Office to Ami Odom, Sharif Umair, and John Constantine Richelsen.

4. **CONSENT CALENDAR for City / City Council Members acting as Successor Agency/Housing Successor to the Antioch Development Agency**
 - A. **APPROVAL OF COUNCIL MEETING MINUTES FOR OCTOBER 24, 2023**
 - B. **APPROVAL OF COUNCIL MEETING MINUTES FOR NOVEMBER 14, 2023**
 - C. **APPROVAL OF COUNCIL WARRANTS**
 - D. **APPROVAL OF SUCCESSOR AGENCY WARRANTS**
 - E. **APPROVAL OF HOUSING SUCCESSOR WARRANTS**
 - F. **ORDINANCE NO. 2235-C-S AND ORDINANCE NO. 2236-C-S SECOND READING – INNOVATIVE HOUSING (IH) OVERLAY DISTRICT AND ACCESSORY DWELLING UNITS (LA2023-0003) *(Introduced on November 14, 2023)***
 - G. **ORDINANCE NO. 2237-C-S SECOND READING – ZONING TEXT AMENDMENTS (LA2023-0004) *(Introduced on November 14, 2023)***
 - H. **RESOLUTION NO. 2023/170 AMENDMENT TO PURPOSE-BUILT CONTRACT FOR SAFETY APPAREL, UNIFORMS, AND PERSONAL PROTECTIVE EQUIPMENT PURCHASES**
 - I. **RESOLUTION NO. 2023/171 CONSIDERATION OF A COOPERATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE CONTRA COSTA TRANSPORTATION AUTHORITY FOR THE ANTIOCH BICYCLE GARDEN PROJECT FUNDED IN PART BY A SAFE STREETS AND ROADS FOR ALL GRANT**

- J. **RESOLUTION NO. 2023/172 CONSIDERATION OF BIDS FOR THE CONTRA LOMA ESTATES PARK RENOVATION (P.W. 298-P3)**
- K. **RESOLUTION NO. 2023/173 AUTHORIZATION TO RESPOND TO REQUEST FOR STATUS UPDATE TO GRAND JURY REPORT NO. 2106 “MENTAL HEALTH CRISIS RESPONSE”**

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously approved the Council Consent Calendar with the exception of items C, F, G, I and J.

Item C – It was determined that this item was pulled from the Consent Calendar in error.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously approved Item C.

Item G - It was determined that this item was pulled from the Consent Calendar in error.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously approved Item G.

Item F – Andrew Becker suggested rewriting the ordinance to include waiving development fees for affordable housing developers building under 60 percent AMI.

Julia Emego Kwue spoke in opposition to the ordinance.

In response to Councilmember Barbanica, City Attorney Smith clarified that Council could approve the ordinance and if it was determined that the City could waive developer fees, that item could be brought back as an ordinance amendment.

Acting Planning Manager Merideth explained by state law there were no development fees for accessory dwelling units under 750 square feet and those over 750 square feet had to be proportional to a single-family home. She noted that formula was included in the ordinance. She further noted if Council wanted to look at waiving developer fees on a broader scale, that item could be brought back for discussion at a future date.

Councilmember Torres-Walker supported Council holding a discussion on waiving developer fees for affordable housing.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously adopted an ordinance amending Title 9, Chapter 5 of the Antioch Municipal Code to implement State legislation regarding Accessory Dwelling Units and to permit multiple Accessory Dwelling Units in the Innovative Housing (IH) Overlay District.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously adopted an ordinance to rezone 33 parcels to include an IH Overlay District.

Item I – Addison Peterson spoke in support of the bicycle garden project and the Contra Loma Estates Park renovation.

Andrew Becker expressed concern for the location of the bicycle garden project and questioned if it met the intent of the grant.

Julia Emego Kwue spoke in opposition to the bicycle garden project.

Mayor Thorpe clarified that this item was related to a grant from the federal government and restricted for a specific use. He explained that the location was chosen through a community engagement process.

In response to Councilmember Ogorchock, Director of Parks and Recreation Helfenberger commented that once the agreement was executed, they would be working with CCTA to begin public outreach for the design process.

Councilmember Torres-Walker expressed concern that most projects were not accessible to residents of Districts 1 and 2. She spoke in support of hiring a grant writer to bring in more opportunities for meeting the needs of those residents.

Councilmember Barbanica questioned if there was a possibility of splitting the grant funds for smaller versions of the same project in both south and north Antioch.

Mayor Thorpe responded that it was too late to change the project and provided a history of the park location selection process.

Councilmember Torres-Walker discussed the importance of advocating for increased transportation opportunities for Districts 1 and 2.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously approved Item I.

Item J – Julia Emego Kwue suggested creating a structure for housing the homeless in the park.

Andrew Becker encouraged the City to create access to the park from surrounding communities by installing a well-lit and safe pedestrian bridge over the creek.

Councilmember Ogorchock requested staff build contingencies into projects in the event there are overruns in the future.

Councilmember Torres-Walker expressed concern that neighborhood parks lacked bathrooms. She spoke in support of the project and noted in the future she hoped Council would discuss accessibility to the park from the adjacent community.

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker, the City Council unanimously approved Item J.

Mayor Thorpe declared a recess at 8:59 P.M. The meeting reconvened at 9:05 P.M. with all Councilmembers present.

7. RESOLUTIONS APPROPRIATING EXPENDITURES FOR ENCUMBRANCES AND PROJECT BUDGETS OUTSTANDING TO THE 2023/24 FISCAL YEAR BUDGET AND APPROVING OTHER AMENDMENTS TO THE 2023/24 AND 2024/25 FISCAL YEAR BUDGETS

Finance Director Merchant presented the staff report dated November 28, 2023 recommending the City Council adopt the following resolutions: 1) Resolution of the City Council of the City of Antioch appropriating expenditures for encumbrances and project budgets outstanding to the 2023/24 fiscal year budget and approving other amendments to the 2023/24 and 2024/25 fiscal year budgets. 2) Resolution of the City Council of the City of Antioch approving amendments to the 2023/24 and 2024/25 fiscal year budgets for items considered at the meeting of November 28, 2023.

Andrew Becker expressed concern regarding one-time revenues were being considered for Water Park maintenance items and offered suggestions for City expenditures.

Julia Emego Kwue requested additional data pertaining to expenditures and offered suggestions for budget revisions.

Following discussion on street sweeping services, Council consensus supported retaining the proposed budget amendments for additional street sweeping services.

RESOLUTION NO. 2023/174

On motion by Councilmember Barbanica, seconded by Councilmember Torres-Walker, the City Council unanimously adopted the resolution of the City Council of the City of Antioch appropriating expenditures for encumbrances and project budgets outstanding to the 2023/24 fiscal year budget and approving other amendments to the 2023/24 and 2024/25 fiscal year budgets.

Following discussion of the additional budget items for consideration, Council consensus supported funding the Sister City Expenses, July 4th Event and Water Park Needs. They also supported revisiting the additional items for consideration at a future meeting.

RESOLUTION NO. 2023/175

On motion by Councilmember Barbanica, seconded by Councilmember Ogorchock, the City Council unanimously adopted the resolution of the City Council of the City of Antioch approving amendments to the 2023/24 and 2024/25 fiscal year budgets for the following projects:

- Sister City Expenses – \$50,000
- July 4th Event – \$110,000
- Water Park Needs - \$1,579,605

Councilmember Barbanica thanked Finance Director Merchant for working on the City's budget.

PUBLIC COMMENT

Andrew Becker discussed the importance of creating safe spaces for the unhoused.

STAFF COMMUNICATIONS

Acting City Manager Reed announced the City would be hosting the Mayor's Conference on January 4, 2024 at Smith's Landing.

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS

Councilmember Barbanica reiterated a previous request for a smoke shop ordinance amendment that would allow owners to sell or will their businesses to others.

Councilmember Torres-Walker wished everyone a Happy Holiday and announced she would be unable to attend the December City Council meeting. She thanked everyone who participated in the meeting this evening. She requested the following items be agendized for a future City Council meeting:

- Update on the 6-month agenda item request list.
- Just Cause for Eviction Ordinance.
- Consideration of waiving all development fees for developers committed to building housing under 60 percent AMI.
- Potential acquisition of the Golf and Games property for community services and housing for the unhoused.
- Tri Delta Transit route presentation with the goal to improve public transportation needs.
- Discussion on parking and security at the Antioch Marina.

Mayor Thorpe reminded Council to wear their ugly sweaters to the next Council meeting.

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously adjourned the meeting at 10:10 P.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 9, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ellie Householder, MPP, City Clerk
Christina Garcia, CMC, Assistant City Clerk *Cg*

SUBJECT: City Council Meeting Minutes of December 12, 2023

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of December 12, 2023.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
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100 General Fund
Non departmental

00410175	EMPLOYEE	EFT PAYROLL RETURN	50.00
00410219	RANEY PLANNING & MANAGEMENT INC	PROFESSIONAL SERVICES	3,336.25
00410244	AFLAC	INSURANCE PREMIUM	6,012.64
00410277	COLONIAL LIFE	MONTHLY PREMIUM	618.70
00410281	CONTRA COSTA COUNTY	PAYROLL	50.00
00410292	ENERGUY, THE	REFUND CBSC FEE	2.19
00410302	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	46,263.60
00410315	LIFE INSURANCE COMPANY OF NA	PAYROLL	4,684.66
00410319	MUNICIPAL POOLING AUTHORITY	PAYROLL	2,276.15
00410324	PARS	PAYROLL	4,729.35
00410327	QUADIENT LEASING USA INC	POSTAGE	3,067.26
00410338	STATE OF CALIFORNIA	PAYROLL	30.00
00410339	STATE OF CALIFORNIA	PAYROLL	120.00
00410344	TESLA ENERGY	CHECK REPLACEMENT	5.85
00410345	TESLA ENERGY	CHECK REPLACEMENT	2.64
00410378	CHC CONSULTING	DEPOSIT REFUND	13,435.00
00410418	RANEY PLANNING & MANAGEMENT INC	PROFESSIONAL SERVICES	12,859.85
00410429	TESLA ENERGY	REFUND CBSC FEE	8.45
00410473	DIAMOND HILLS SPORT CLUB	PAYROLL	80.00
00410486	IN SHAPE HEALTH CLUBS	PAYROLL	368.99
00410493	LIFE INSURANCE COMPANY OF NA	PAYROLL	4,777.14
00410507	MUNICIPAL POOLING AUTHORITY	PAYROLL	2,310.30
00410508	MUNICIPAL POOLING AUTHORITY	PAYROLL	1,131.55
00410512	OPERATING ENGINEERS LOCAL NO 3	PAYROLL	4,488.00
00410515	PARS	PAYROLL	5,590.90
00410520	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	10,132.85
00410531	STANTEC CONSULTING SERVICES INC	PROFESSIONAL SERVICES	874.64
00410532	STATE OF CALIFORNIA	PAYROLL	30.00
00410533	STATE OF CALIFORNIA	PAYROLL	120.00
00947110	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	46,819.47
00947114	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	30,527.95
00947122	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL	660.00
00947123	ANTIOCH POLICE OFFICERS ASSOC	PAYROLL	21,534.42
00947124	ANTIOCH PW EMPLOYEE'S ASSOC	PAYROLL	2,240.00
00947134	LSA ASSOCIATES INC	CONSULTING SERVICES	1,993.75
00947135	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	46,649.15
00947139	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	30,374.68
City Council			
00410249	AMERICAN TROPHIES AWARDS	PLAQUES	563.90
00410255	BAGEL STREET CAFE	CLOSED SESSION MEAL	158.16
00410265	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	392.86
City Attorney			
00410157	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	3,807.12
00410186	EIDEN, KITTY J	MINUTES CLERK	150.00
00410191	GRANT-SMITH, RAKIA VERNETTE	EXPENSE REIMBURSEMENT	1,590.60
00410232	TAQUERIA SALSA	EMPLOYEE APPRECIATION	93.07



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00410361	ATKINSON ANDELSON LOYA RUUD & ROMO	LEGAL SERVICES RENDERED	16,944.93
00410363	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,176.92
00410369	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	18,190.64
00410398	HANSON BRIDGETT LLP	LEGAL SERVICES RENDERED	30,069.50
00410405	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES RENDERED	6,060.50
00410408	MEYERS NAVE	LEGAL SERVICES RENDERED	53,089.13
00410456	BERTRAND FOX & ELLIOT	LEGAL SERVICES RENDERED	2,022.11
00410457	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	45,438.12
00410461	BURKE WILLIAMS AND SORENSEN LLP	LEGAL SERVICES RENDERED	8,156.51
00410481	HANSON BRIDGETT LLP	LEGAL SERVICES RENDERED	66,219.98
00410488	JACKSON LEWIS PC	LEGAL SERVICES RENDERED	6,050.00
00410491	KRAMER WORKPLACE INVESTIGATIONS	LEGAL SERVICES RENDERED	5,917.00
00410492	LAW OFFICE OF RUTHANN G ZIEGLER	LEGAL SERVICES RENDERED	1,842.50
00410503	MEYERS NAVE	LEGAL SERVICES RENDERED	11,840.11
00410534	TELECOM LAW FIRM PC	LEGAL SERVICES RENDERED	4,423.90
00947104	CANON FINANCIAL SERVICES	COPIER LEASE	147.31
00947127	CANON FINANCIAL SERVICES	COPIER LEASE	148.97
City Manager			
00410176	COSTCO	SUPPLIES	65.83
00410232	TAQUERIA SALSA	EMPLOYEE APPRECIATION	93.07
00410261	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,122.96
00410265	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,647.05
00410355	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	176.23
00410356	AMBIUS	PLANT SERVICE	374.92
00410362	BAKER TILLY US LLP	PROFESSIONAL SERVICES	480.00
00947104	CANON FINANCIAL SERVICES	COPIER LEASE	147.30
00947127	CANON FINANCIAL SERVICES	COPIER LEASE	148.97
City Clerk			
00410232	TAQUERIA SALSA	EMPLOYEE APPRECIATION	93.06
00410290	EIDEN, KITTY J	MINUTES CLERK	2,350.00
00410321	NETFILE	FILING SYSTEM ANNUAL DUES	10,000.00
00410498	MAR/CAL	RESO BOOKS	787.60
00947103	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	116.10
00947128	CARTER, RONN	CAMERA OPERATOR	399.00
City Treasurer			
00410316	LOOMIS ARMORED LLC	CITY HALL ARMORED CAR PICKUP	267.10
00410325	PFM ASSET MANAGEMENT LLC	ADVISORY SERVICES	11,621.55
Human Resources			
00410271	BROWN, JAZZMAN MONIQUE	EXPENSE REIMBURSEMENT	125.15
00410272	BROWN, JAZZMAN MONIQUE	TRAINING REIMBURSEMENT	226.50
00410302	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	67.99
Economic Development			
00410265	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	446.87
00947104	CANON FINANCIAL SERVICES	COPIER LEASE	147.31
00947127	CANON FINANCIAL SERVICES	COPIER LEASE	148.97
Finance Administration			
00410264	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	348.99
00410355	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	103.56



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00410465	CHAUDHARY, RASHILA PRANAV	EXPENSE REIMBURSEMENT	40.97
Finance Accounting			
00410264	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	647.95
00410302	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	205.00
00410322	OFFICE DEPOT INC	OFFICE SUPPLIES	25.67
00410355	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	18.60
00410381	COMBS, MICHAEL STEVEN	EXPENSE REIMBURSEMENT	285.58
00947112	SUPERION LLC	ASP SERVICES	42,303.78
00947138	SUPERION LLC	INTELLITIME SETUP	234.00
Finance Operations			
00410264	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	5.00
00410302	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	10.20
00410355	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	296.88
00410505	MODAR, EMILY JANE	MILEAGE REIMBURSEMENT	57.64
Non Departmental			
00410264	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	260.40
00410509	MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY DEDUCTIBLE	76,349.33
00947093	AVENU	STARS SERVICE	1,050.00
Public Works Administration			
00410215	OFFICE DEPOT INC	OFFICE SUPPLIES	187.75
Public Works Street Maintenance			
00410150	AMS DOT NET INC	WIFI EXPANSION	616.93
00410172	CONSTRUCTION ZONE LLC, THE	STREET SIGNS	987.75
00410198	INTERSTATE SALES	SIGNS	391.81
00410215	OFFICE DEPOT INC	OFFICE SUPPLIES	75.68
00410251	ANTIOCH ACE HARDWARE	TOOLS	49.38
00410262	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	225.00
00410289	EAST BAY WELDING SUPPLY	WELDING SUPPLIES	164.96
00410295	FASTENAL CO	INDUSTRIAL SUPPLIES	54.11
00410308	INTERSTATE SALES	STREET SIGNS	12,701.81
00410317	MAXWELL PRODUCTS INC.	MATERIALS	4,748.29
00410351	ZAP MANUFACTURING INC	STREET SIGNS	4,311.09
00410355	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	450.52
00410359	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	15,797.37
00410528	SHARJO LLC	ABATEMENT SERVICES	54,457.69
00410543	WESTERN TRUCK FAB	TRUCK SERVICE	2,475.26
00410547	ZAP MANUFACTURING INC	STREET SIGNS	150.24
00947094	BIG SKY ENVIRONMENTAL SOLUTIONS	USED OIL DISPOSAL	190.00
00947098	LEES BUILDING MAINTENANCE	JANITORIAL SUPPLIES	157.50
00947109	GRAINGER INC	SUPPLIES	204.69
Public Works-Signal/Street Lights			
00410280	CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	30,732.39
00410286	DC ELECTRIC GROUP INC	STREETLIGHT REPAIRS	2,149.08
00410340	STATE OF CALIFORNIA	TRAFFIC SIGNAL MAINTENANCE	6,693.52
00410414	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	9,499.65
00410472	DC ELECTRIC GROUP INC	STREETLIGHT MAINTENANCE	12,162.14



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Public Works-Facilities Maintenance

00410150	AMS DOT NET INC	WIFI EXPANSION	616.94
00410332	SAM CLAR OFFICE FURNITURE	OFFICE FURNITURE	41,633.66
00410355	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	276.92
00410414	PACIFIC GAS AND ELECTRIC CO	GAS	15,396.75
00410441	ALTA FENCE	SKATE PARK FENCE RENTAL	4,475.00
00410443	AMERICAN PLUMBING INC	PLUMBING SERVICES	421.34
00410446	ANTIOCH ACE HARDWARE	SAW BLADES	178.74
00410448	ANTIOCH GLASS	TEMPERED GLASS	2,196.28
00410455	BAY AREA AIR QUALITY MANAGEMENT	PERMIT AND RENEWAL FEES	492.00
00410471	CRYSTAL CLEAR LOGOS INC	WORK SHIRTS	350.43
00410472	DC ELECTRIC GROUP INC	WATER PARK LIGHTS REPAIR	15,086.40
00410497	LUMA BUILDERS	SKATE PARK DRAIN REPAIRS	4,809.88
00410516	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	1,067.00
00410523	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	195.00
00947098	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	6,487.50

Public Works-Parks Maint

00410150	AMS DOT NET INC	PUBLIC WORKS WIFI EXPANSION	616.93
00410205	LEATHERS AND ASSOCIATES INC	SUPPLIES	3,249.90
00410214	NORCAL OUTDOOR SUPPLY CO. LLC	BASKETBALL POST	1,662.94
00410414	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	390.42
00410435	WEST COVINA WHOLESALE NURSERY LLC	SUPPLIES	50.57
00410441	ALTA FENCE	FENCE REPAIR	1,686.00
00410472	DC ELECTRIC GROUP INC	ELECTRICAL REPAIR	4,936.53
00410504	MIRACLE PLAYSYSTEMS INC	PARTS	1,340.01
00410523	ROBINS LOCK AND KEY	LOCK REPAIR	644.19
00410535	TERRACARE ASSOCIATES	MONTHLY MAINTENANCE	114,016.25
00947137	SITEONE LANDSCAPE SUPPLY	IRRIGATION PARTS	134.18

Public Works-Median/General Land

00410236	TURF STAR INC	EQUIPMENT	12,339.92
00410241	WATERSAVERS IRRIGATION	IRRIGATION REPAIRS	790.82
00410246	ALTA FENCE	FENCE REPAIR	848.00
00410286	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	86.96
00410435	WEST COVINA WHOLESALE NURSERY	SUPPLIES	446.42
00410446	ANTIOCH ACE HARDWARE	PARTS	15.79
00410535	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	8,881.36
00410542	WATERSAVERS IRRIGATION	IRRIGATION PARTS	62.89
00947100	SITEONE LANDSCAPE SUPPLY	CONTROLLER REPLACEMENT	3,120.26

PW-Work Alternative-Strt Maint

00410153	ANTIOCH ACE HARDWARE	EQUIPMENT	219.49
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Police Administration

00410146	ALAMEDA COUNTY SHERIFFS OFFICE	ACADEMY TUITIONS	16,420.00
00410155	AT AND T	DEPARTMENT CELL PHONES	7,118.15
00410164	CALIFORNIA PEACE OFFICERS ASSOC	SUBSCRIPTION	150.00
00410177	CRYSTAL CLEAR LOGOS INC	SAFETY MATERIAL	814.00
00410200	JEONG, JISEOK	EXPENSE REIMBURSEMENT	156.00
00410213	NET TRANSCRIPTS	TRANSCRIPT SERVICES	270.38
00410218	PERMANENTE MEDICAL GROUP INC, THE	PRE-EMPLOYMENT MEDICAL	1,038.00



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00410229	STATE OF CALIFORNIA	FINGERPRINTING SERVICES	311.00
00410240	VERIZON WIRELESS	PATROL VEHICLE MODEMS	3,048.64
00410298	FEDEX	SHIPPING	219.49
00410300	FERNANDES AUTO WRECKING & TOWING	TOWING SERVICE	1,500.00
00410301	FERNANDES AUTO WRECKING & TOWING	TOWING SERVICE	4,500.00
00410302	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	130.06
00410303	FORTNER, JOHN C	TRAINING PER DIEM	241.50
00410314	LEWIS, ERIN	EXPENSE REIMBURSEMENT	214.65
00410318	MOREFIELD, ANTHONY W	TRAINING PER DIEM	241.50
00410331	SAFESTORE INC	EVIDENCE STORAGE	4,211.15
00410335	SHRED IT INC	SHREDDING SERVICES	479.43
00410336	SMITH, THOMAS S	CHECK REPLACEMENT	370.00
00410348	VIGIL JR, JOSEPH	TRAINING PER DIEM	241.50
00410364	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	4,313.24
00410365	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,359.82
00410366	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	3,929.19
00410380	CLASSY GLASS TINTING	VEHICLE UPFITTING	510.00
00410383	CONTRA COSTA FIRE EQUIPMENT	PROFESSIONAL SERVICES	221.96
00410384	CORE PSYCHOLOGICAL CORPORATION	PROFESSIONAL SERVICES	500.00
00410387	EAN SERVICES LLC	CAR RENTAL	454.44
00410404	LEXISNEXIS	ONLINE REPORTING SYSTEM	17,958.18
00410423	SAVE MART SUPERMARKETS	EMPLOYEE APPRECIATION	49.94
00410430	TRANSUNION RISK & ALTERNATIVE DATA	DATABASE SERVICES	122.80
00410445	ANGELINI TEIXEIRA DS, RICARDO	TRAINING PER DIEM	345.00
00410452	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICE	7,188.50
00410462	BUSHBY, BRANDON MATTHEW	TRAINING PER DIEM	69.00
00410466	CODE 3 WEAR PUBLIC SAFETY	UNIFORM	113.90
00410470	CRIME SCENE CLEANERS INC	CLEANING SERVICES	130.00
00410474	DUFF, RYAN JAMES	TRAINING PER DIEM	345.00
00410479	EWART, ASHLEY MARIE	TRAINING PER DIEM	222.00
00410506	MULHOLLAND, MATTHEW	TRAINING PER DIEM	222.00
00410540	VERIZON WIRELESS	PATROL VEHICLE MODEMS	3,048.66
00410544	WHITAKER II, WILLIAM	TRAINING PER DIEM	690.00
00947095	CANON FINANCIAL SERVICES	COPIER LEASE	2,558.39
00947104	CANON FINANCIAL SERVICES	COPIER LEASE	57.82
00947113	WILLIAMS SCOTSMAN INC	EVIDENCE STORAGE	184.06
00947127	CANON FINANCIAL SERVICES	COPIER LEASE	2,508.39
00947129	CHAPLIN AND HILL INVESTIGATIVE	INVESTIGATIVE SERVICES	2,511.00
00947131	COMPUTERLAND	COMPUTER EQUIPMENT	992.43
Police Prisoner Custody			
00410423	SAVE MART SUPERMARKETS	SUPPLIES	260.54
Police Community Policing			
00410179	RETIREE	ADVANCED DISABILITY PENSION	8,984.50
00410196	RETIREE	ADVANCED DISABILITY PENSION	5,685.00
00410201	RETIREE	ADVANCED DISABILITY PENSION	5,206.00
00410202	RETIREE	ADVANCED DISABILITY PENSION	5,466.50
00410203	RETIREE	ADVANCED DISABILITY PENSION	5,466.50
00410207	RETIREE	ADVANCED DISABILITY PENSION	5,466.50



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00410285	D TAC K9 LLC	K9 MAINTENANCE	475.00
00410302	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	353.44
00410337	SP PLUS CORPORATION	PARKING SERVICES	16,719.00
00410366	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	655.00
00410372	BP PRODUCTS NORTH AMERICA INC	CARWASHES	42.00
00410376	CANINE DEVELOPMENT GROUP INC	K9 RECORDS KEEPING	140.00
00410433	WATT PETROLEUM LLC	CAR WASHES	360.00
Police Traffic Division			
00410364	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	771.67
Police Investigations			
00410208	RETIREE	ADVANCED DISABILITY PENSION	5,466.50
00410212	NAPA SOLANO SART	EXAM FEES	2,400.00
00410253	AT AND T MCI	PHONES	70.00
00410282	CONTRA COSTA COUNTY	FORENSICS EXAM	1,700.00
00410302	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	22.80
00410353	ALHAMBRA	WATER SERVICES	91.41
00410366	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	3,512.47
00410382	CONTRA COSTA COUNTY	FORENSIC EXAMS	1,700.00
00410468	CONTRA COSTA COUNTY	FORENSIC SERVICES	239.40
PD Special Investigations Unit			
00410288	EAN SERVICES LLC	RENTAL VEHICLE	3,562.57
Police Communications			
00410167	COMCAST	CONNECTION SERVICES	2,715.73
00410168	COMCAST	CONNECTION SERVICES	151.80
00410189	GLOBALSTAR USA	PHONE	266.76
00410248	AMERICAN TOWER CORPORATION	TOWER FEES	269.16
00410278	COMCAST	CONNECTION SERVICES	169.00
00410302	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	124.82
00410407	MARK 43 INC	SUBSCRIPTION FEE	53,806.25
00410415	PACIFIC TELEMAGEMENT SERVICES	PAY PHONE	78.00
00410444	AMS DOT NET INC	SERVER MAINTENANCE	625.00
Police Facilities Maintenance			
00410181	DREAM RIDE ELEVATOR	ELEVATOR SERVICE	1,862.00
00410371	BMH EQUIPMENT	WALL REPAIR	350.00
00410414	PACIFIC GAS AND ELECTRIC CO	GAS	28,774.00
00410516	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	222.00
00947098	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	5,780.00
00947107	CLUB CARE INC	GYM MAINTENANCE	295.00
Youth Network Services			
00410156	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	3,431.18
00410158	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	58.14
00410160	BIOTECH PARTNERS	PROFESSIONAL SERVICES	10,000.00
00410187	EL CAMPANIL THEATRE PRESERVATION	LIGHT BOARD OPERATOR	87.50
00410199	JEFFREY LEE CRAFT	PROFESSIONAL SERVICES	500.00
00410224	RR TRANSITIONAL HOUSING	PROFESSIONAL SERVICES	3,608.00
00410263	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,326.82
00410312	JENNIFER LYNN HINES	ADVERTISING	924.86
00410333	SAUCEDO-HINKE, MAELVY	EXPENSE REIMBURSEMENT	357.60



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00410355	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	232.65
00410374	CABRAL, MONSERRAT	EXPENSE REIMBURSEMENT	260.31
00410521	RFY DANCE AND ACADEMIC ACADEMY	PROFESSIONAL SERVICES	432.00
00410524	RR TRANSITIONAL HOUSING	PROFESSIONAL SERVICES	3,838.00
<i>Housing and Homelessness</i>			
00410158	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,456.26
00410257	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	820.67
00410334	SHARE COMMUNITY	LAUNDRY SERVICES	1,725.50
00410355	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	947.02
<i>PSCR Administration</i>			
00410156	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,332.45
00410158	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	78.12
00410257	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	467.35
00410263	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	450.00
00410355	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	271.44
00947095	CANON FINANCIAL SERVICES	COPIER LEASE	65.66
<i>Community Development Administration</i>			
00410401	JOHNSTON, AMY E	EXPENSE REIMBURSEMENT	56.60
00410460	BROWN, HILARY T	EXPENSE REIMBURSEMENT	53.04
00947101	UBEO BUSINESS SERVICES	COPIER CHARGES	1,946.43
<i>Community Development Land Planning Services</i>			
00410260	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	77.49
00410290	EIDEN, KITTY J	PROFESSIONAL SERVICES	187.50
00410418	RANEY PLANNING & MANAGEMENT INC	PROFESSIONAL SERVICES	817.50
00410539	URBAN PLANNING PARTNERS	PROFESSIONAL SERVICES	4,785.00
00947103	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	1,472.46
<i>CD Code Enforcement</i>			
00410239	VELAZQUEZ MAGANA, FABIAN	EXPENSE REIMBURSEMENT	820.27
00410254	AVILA-ARMENTA, ERNESTO	EXPENSE REIMBURSEMENT	606.50
00410260	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	6,388.56
00410273	CACEO	APPLICATION FEE	410.00
00410283	CONTRA COSTA COUNTY	RECORDING FEES	60.00
00410296	FASTRAK VIOLATION PROCESSING	TRAINING BRIDGE TOLL	21.25
00410342	TAYLOR, SEQUOIA JANNEL	EXPENSE REIMBURSEMENT	415.97
00410375	CACEO	APPLICATION FEE	552.00
00410403	KOLOKIHAKAUFISI, SANI KI-TUNGUA	EXPENSE REIMBURSEMENT	36.87
00410464	CACEO	PROFESSIONAL SERVICES	162.00
00410529	STAMM ENTERPRISES, LTD	STORAGE FEES	255.00
00410545	WISNIEWSKI, DANIELLE NICOLE	TRAINING REIMBURSEMENT	144.39
00410546	WISNIEWSKI, DANIELLE NICOLE	EXPENSE REIMBURSEMENT	216.61
<i>Community Development Building Inspection</i>			
00410177	CRYSTAL CLEAR LOGOS INC	UNIFORMS	333.33
00410292	ENERGUY, THE	REFUND ENERGY INSP FEE	223.86
00410344	TESLA ENERGY	CHECK REPLACEMENT	653.52
00410345	TESLA ENERGY	CHECK REPLACEMENT	253.62
00410429	TESLA ENERGY	REFUND ENERGY INSP FEE	907.14



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Capital Imp. Administration

00410302	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	248.24
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206 American Rescue Plan Fund

Mayor's Apprenticeship Program

00410525	RUBICON PROGRAMS INC	PROFESSIONAL SERVICES	8,940.87
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Non Departmental

00410225	RUDRAM LLC	BRIDGE HOUSING	97,333.33
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00410299	FELTON INSTITUTE	CIT PROGRAM	129,087.29
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00410367	BAY AREA COMMUNITY SERVICES INC	PROFESSIONAL SERVICES	104,526.37
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00410548	ALBERT HALDER	SMALL BUSINESS GRANT	10,000.00
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00410549	ALLEN D. PAYTON	SMALL BUSINESS GRANT	10,000.00
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00410550	DREAM INVESTMENTS INC	SMALL BUSINESS GRANT	10,000.00
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00410551	JEANNE FRIGARD	SMALL BUSINESS GRANT	10,000.00
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00410552	LINDSEY GRIGGS	SMALL BUSINESS GRANT	10,000.00
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00410553	MARY L. DAGLE	SMALL BUSINESS GRANT	5,000.00
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207 CalVIP Grant Fund

Violence Intervention & Preven

00410478	EVIDENT CHANGE	PROFESSIONAL SERVICES	17,940.00
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208 PLHA Grant Fund

PLHA

00410436	WINTER NIGHTS FAMILY SHELTER INC	CDBG SERVICES	41,296.82
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209 RMRA Fund

Streets

00410267	BKF ENGINEERS INC	PROFESSIONAL SERVICES	7,714.17
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212 CDBG Fund

CDBG

00410411	OPPORTUNITY JUNCTION	CDBG SERVICES	2,500.30
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213 Gas Tax Fund

Streets

00410414	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	49,816.05
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214 Animal Services Fund

Animal Services

00410145	AIRGAS USA LLC	OXYGEN	93.95
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00410184	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	1,695.11
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00410195	HILLS PET NUTRITION	PET FOOD	299.29
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00410258	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,065.36
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00410276	CODE 3 WEAR PUBLIC SAFETY	UNIFORM	116.35
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00410279	CONCORD FEED	CAT LITTER	549.50
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00410320	MWI VETERINARY SUPPLY CO	VETERINARY SUPPLIES	1,127.60
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00410388	EAST BAY VETERINARY EMERGENCY	SUPPLIES	108.00
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00410389	EAST HILLS VETERINARY HOSPITAL	OPERATING SUPPLIES	90.00
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00410391	ELANCO US INC	OPERATING SUPPLIES	201.81
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00410399	HILLS PET NUTRITION	PET FOOD	283.52
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00410410	MWI VETERINARY SUPPLY CO	SUPPLIES	108.32
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00410414	PACIFIC GAS AND ELECTRIC CO	GAS	1,514.42
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00410502	MELANDER, MARAEA RYANN	TRAINING PER DIEM	740.00
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00947097	IDEXX LABORATORIES INC	LABORATORY SERVICES	284.79
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00947113	WILLIAMS SCOTSMAN INC	STORAGE	186.28
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216 Park-In-Lieu Fund
Parks & Open Space

00410422	ROYSTON HANAMOTO ALLEY AND ABEY	PROFESSIONAL SERVICES	4,013.75
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218 Senior Bus Fund
Senior Bus

00410431	TRI DELTA TRANSIT	COUPON BOOK	5,500.00
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219 Recreation Fund
Non departmental

00410185	EFREN MAGANA-LARA	DEPOSIT REFUND	208.00
00410220	SAMANTHA GUEVARA	DEPOSIT REFUND	500.00
00410261	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	3,420.55
00410270	PAYUMO, LINO	DEPOSIT REFUND	500.00
00410297	PAYUMO, LINO	DEPOSIT REFUND	1,000.00
00410409	PAYUMO, LINO	DEPOSIT REFUND	1,000.00
00410449	ANTIOCH HIGH SCHOOL WINTER BALL	DEPOSIT REFUND	500.00
00410527	SHANESE ALLS	DEPOSIT REFUND	500.00
00410537	TRAVIS DUNCAN	DEPOSIT REFUND	500.00

Nick Rodriguez Community Cent

00410355	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	1,181.76
00410414	PACIFIC GAS AND ELECTRIC CO	GAS	3,885.92
00410516	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	222.00
00947098	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00

Senior Programs

00410149	AMERICAN STAGE TOURS	TRANSPORTATION SERVICES	1,587.50
00410161	BRADY INDUSTRIES	JANITORIAL SUPPLIES	917.15
00410187	EL CAMPANIL THEATRE PRESERVATION	THEATRE MAINTENANCE	2,380.22
00410211	MYSENIORCENTER	SUPPLIES	700.45
00410259	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,061.23
00410261	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	75.00
00410268	BRADY INDUSTRIES	JANITORIAL SUPPLIES	1,140.71
00410323	OG CHARTER AND TOURS LLC	SENIOR TRIP	280.00
00410355	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	1,206.07
00410373	BRADY INDUSTRIES	JANITORIAL SUPPLIES	66.71
00410414	PACIFIC GAS AND ELECTRIC CO	GAS	2,590.61
00410458	BIG SKY LOGOS AND EMBROIDERY	STAFF UNIFORMS	4,483.85
00410459	BRADY INDUSTRIES	JANITORIAL SUPPLIES	55.02
00947098	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	5.00

Recreation Sports Programs

00410159	BIG SKY LOGOS AND EMBROIDERY	STAFF UNIFORMS	1,079.04
00410162	BSN SPORTS LLC	STAFF UNIFORMS	230.47
00410261	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,317.16
00410302	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	187.64
00410355	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	391.14
00410414	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	10,209.97

Recreation-Comm Center

00410180	DPH SOUND	EQUIPMENT RENTAL	3,290.90
00410187	EL CAMPANIL THEATRE PRESERVATION	PROFESSIONAL SERVICES	175.00



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00410204	KRISTIES TWISTED CREATIONS	PROFESSIONAL SERVICES	660.00
00410209	MCCAULEY AGRICULTURAL & PEST	PEST CONTROL	100.00
00410210	MUIR, ROXANNE JARMAN	PROFESSIONAL SERVICES	420.00
00410215	OFFICE DEPOT INC	OFFICE SUPPLIES	25.23
00410227	SIMMONS, STEPHANIE DIANE	MILEAGE REIMBURSEMENT	85.15
00410259	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	47.46
00410261	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	3,074.57
00410268	BRADY INDUSTRIES	JANITORIAL SUPPLIES	2,747.28
00410311	JAMES R. LEWIS	PROFESSIONAL SERVICES	225.00
00410316	LOOMIS ARMORED LLC	ARMORED CAR PICKUP	263.00
00410350	YU DING	DEPOSIT REFUND	208.00
00410355	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	662.59
00410368	BE EXCEPTIONAL	CONTRACTOR PAYMENT	4,052.40
00410373	BRADY INDUSTRIES	JANITORIAL SUPPLIES	963.15
00410393	FOLGERGRAPHICS INC	PRINTING SERVICES	15,647.49
00410467	COMMERCIAL APPLIANCE SERVICE INC	OVEN SERVICE	1,904.07
00410475	DUGAND, KARINA	CONTRACTOR PAYMENT	2,298.00
00410480	FRAINE, SAVOY T	EXPENSE REIMBURSEMENT	84.00
00410490	KOVALICK, LUANNE	PROFESSIONAL SERVICES	420.00
00410501	MCCAULEY AGRICULTURAL & PEST	PEST CONTROL SERVICES	300.00
Recreation Water Park			
00410178	DEPARTMENT OF INDUSTRIAL RELATIONS	SLIDE INSPECTION FEES	5,850.00
00410261	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	163.32
00410355	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	850.58
00410414	PACIFIC GAS AND ELECTRIC CO	GAS	15,713.92
00410489	KIS	NETWORK CABINET	656.31
00410494	LINCOLN EQUIPMENT INC	POOL CHEMICALS	1,755.80
00410516	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	543.00
00410523	ROBINS LOCK AND KEY	LOCKSMITH	250.00
00947098	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
220 Traffic Signalization Fund			
Traffic Signals			
00410414	PACIFIC GAS AND ELECTRIC CO	PROFESSIONAL SERVICES	3,000.00
222 Measure C/J Fund			
Streets			
00410241	WATERSAVERS IRRIGATION	MEDIAN ENHANCEMENT	31,336.67
00410440	ALL STAR RENTS	RENTAL EQUIPMENT	1,417.04
00410451	THE PROFESSIONAL TREE CARE CO.	MEDIAN ENHANCEMENT	28,800.00
00410500	MCARDLE DESIGN INC	LANDSCAPE DESIGN	11,598.00
00410535	TERRACARE ASSOCIATES	LANDSCAPE ENHANCEMENT	42,722.22
00410542	WATERSAVERS IRRIGATION	IRRIGATION PARTS	17.84
00947100	SITEONE LANDSCAPE SUPPLY	SUPPLIES	49.42
00947137	SITEONE LANDSCAPE SUPPLY	SUPPLIES	1,375.06
226 Solid Waste Reduction Fund			
Solid Waste			
00410257	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	468.00
00410390	ECOHERO SHOW LLC, THE	PROFESSIONAL SERVICES	1,200.00



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229 Pollution Elimination Fund

Channel Maintenance Operation

00410217	PEPPER INVESTMENTS INC	RODENT CONTROL	1,050.00
00410226	SILVA LANDSCAPE	3-PERSON STORM SYSTEM	9,247.50
00410233	TARGET SPECIALTY PRODUCTS	PESTICIDES	819.84
00410234	TARGET SPECIALTY PRODUCTS	PESTICIDES	2,627.57
00410451	THE PROFESSIONAL TREE CARE CO.	TREE TRIMMING SERVICES	6,060.00
00410469	COOK, JEFFREY DON	EXPENSE REIMBURSEMENT	101.57

Storm Drain Administration

00410426	STATE WATER RESOURCES CONTROL	ANNUAL PERMIT FEE	38,909.00
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251 Lone Tree SLLMD Fund

Lonetree Maintenance Zone 1

00410235	TERRACARE ASSOCIATES	TURF MOWING	189.17
00410343	TERRACARE ASSOCIATES	TURF MOWING	189.17
00410535	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	4,911.58

Lonetree Maintenance Zone 2

00410428	TERRACARE ASSOCIATES	MAIN LINE REPAIR	525.00
00410535	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	10,681.11

Lonetree Maintenance Zone 3

00410435	WEST COVINA WHOLESALE NURSERY	SUPPLIES	1,382.21
00410535	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	9,162.86

Lonetree Maintenance Zone 4

00410235	TERRACARE ASSOCIATES	TURF MOWING	302.61
00410535	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	2,421.21

252 Downtown SLLMD Fund

Downtown Maintenance

00410235	TERRACARE ASSOCIATES	TURF MOWING	189.17
00410343	TERRACARE ASSOCIATES	TURF MOWING	529.61
00410535	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	1,273.22

253 Almondridge SLLMD Fund

Almondridge Maintenance

00410535	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	2,363.29
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254 Hillcrest SLLMD Fund

Hillcrest Maintenance Zone 1

00410235	TERRACARE ASSOCIATES	TURF MOWING	491.84
00410343	TERRACARE ASSOCIATES	TURF MOWING	491.84
00410414	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	288.31
00410535	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	8,056.90

Hillcrest Maintenance Zone 2

00410235	TERRACARE ASSOCIATES	TURF MOWING	673.44
00410343	TERRACARE ASSOCIATES	TURF MOWING	673.44
00410535	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	8,005.46

Hillcrest Maintenance Zone 4

00410235	TERRACARE ASSOCIATES	TURF MOWING	378.34
00410343	TERRACARE ASSOCIATES	TURF MOWING	378.34
00410535	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	8,666.35



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255 Park 1A Maintenance District Fund

Park 1A Maintenance District

00410235	TERRACARE ASSOCIATES	TURF MOWING	491.84
00410343	TERRACARE ASSOCIATES	TURF MOWING	491.84
00410414	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	104.72
00410535	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	1,396.23

256 Citywide 2A Maintenance District Fund

Citywide 2A Maintenance Zone 3

00410235	TERRACARE ASSOCIATES	TURF MOWING	7.56
00410343	TERRACARE ASSOCIATES	TURF MOWING	7.56
00410535	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	1,466.85

Citywide 2A Maintenance Zone 4

00410414	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	147.47
00410535	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	5,152.26

Citywide 2A Maintenance Zone 5

00410414	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	287.55
00410535	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	2,381.42

Citywide 2A Maintenance Zone 6

00410235	TERRACARE ASSOCIATES	TURF MOWING	454.00
00410343	TERRACARE ASSOCIATES	TURF MOWING	454.00
00410535	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	2,242.69

Citywide 2A Maintenance Zone 8

00410235	TERRACARE ASSOCIATES	TURF MOWING	37.83
00410535	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	4,070.43

Citywide 2A Maintenance Zone 9

00410235	TERRACARE ASSOCIATES	TURF MOWING	113.50
00410343	TERRACARE ASSOCIATES	TURF MOWING	113.50
00410428	TERRACARE ASSOCIATES	MAIN LINE REPAIR	900.00
00410535	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	5,381.46

Citywide 2A Maintenance Zone10

00410414	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	28.12
00410535	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	2,581.23

257 SLLMD Administration Fund

SLLMD Administration

00410150	AMS DOT NET INC	WIFI EXPANSION	616.93
00410183	EAST BAY MUNICIPAL UTILITY DISTRICT	LICENSE FEE	1,258.18
00410235	TERRACARE ASSOCIATES	TURF MOWING	453.70
00410261	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	300.00
00410343	TERRACARE ASSOCIATES	TURF MOWING	453.70
00410358	ANTIOCH ACE HARDWARE	EQUIPMENT	10.16
00410446	ANTIOCH ACE HARDWARE	EQUIPMENT	54.32
00410511	NUTRIEN AG SOLUTIONS	HERBICIDES	1,256.64

259 East Lone Tree SLLMD Fund

Zone 1-District 10

00410294	EVERDE GROWERS	PLANTS	2,768.95
00410313	JETMULCH INC	MULCH INSTALLATION	11,511.00
00410535	TERRACARE ASSOCIATES	LANDSCAPE MAINTENANCE	3,357.92



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311 Capital Improvement Fund

Non departmental

Streets

00410499	MAURI CONCRETE CONSTRUCTION	PROGRESS PAYMENT	41,304.12
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Public Buildings & Facilities

00410163	BUILD FORCES INC.	PROGRESS PAYMENT	233,175.00
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569 Vehicle Replacement Fund

Equipment Maintenance

00410238	VAC-CON INC	VEHICLE PURCHASE	381,013.54
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00410427	STOMMEL INC	POLICE VEHICLE UPFITTING	25,207.80
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00410496	LONG BEACH BMW MOTORCYCLES	EQUIPMENT	469.67
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570 Equipment Maintenance Fund

Non departmental

00410307	HUNT AND SONS INC	FUEL	28,828.20
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00410485	HUNT AND SONS INC	FUEL	16,981.30
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Equipment Maintenance

00410150	AMS DOT NET INC	WIFI EXPANSION	616.94
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00410154	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICE	102.00
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00410193	HARLEY DAVIDSON	PARTS	1,707.76
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00410355	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	385.08
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00410379	CHUCKS BRAKE AND WHEEL SERVICE	PARTS	142.46
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00410394	FRONTIER ENERGY INC	PROFESSIONAL SERVICES	561.75
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00410406	LIM AUTOMOTIVE SUPPLY INC	PARTS	2,389.77
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00410412	OREILLY AUTO PARTS	PARTS	1,224.68
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00410414	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	861.35
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00410432	WALNUT CREEK FORD	AUTO REPAIR PARTS	1,605.69
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00410495	LINE X KUSTOM AND ACCESSORIES	UTILITY BED AND SHELVING	2,157.25
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00410510	NORCAL DIESEL SOLUTIONS	DIESEL OPACITY TESTS	645.00
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00947126	BIG SKY ENVIRONMENTAL SOLUTIONS	TIRE DISPOSAL	452.10
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573 Information Services Fund

Non departmental

00410264	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	3,548.99
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Network Support & PCs

00410167	COMCAST	CONNECTION SERVICES	2,715.74
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00410170	COMCAST	CONNECTION SERVICES	165.90
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00410250	AMS DOT NET INC	SOFTWARE MAINTENANCE	438.17
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00410256	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	53.15
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00947108	DIGITAL SERVICES	WEBSITE MAINTENANCE	7,605.00
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GIS Support Services

00410293	ESRI INC	SOFTWARE	85,000.00
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00947117	CLUB CARE INC	MAINTENANCE FEES	305.00
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Office Equipment Replacement

00410444	AMS DOT NET INC	SERVER MAINTENANCE	625.00
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00947131	COMPUTERLAND	COMPUTER EQUIPMENT	5,892.09
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00947132	DELL COMPUTER CORP	COMPUTER EQUIPMENT	2,644.42
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577 Post Retirement Medical-Police Fund
Non Departmental

00410554	RETIREE	MEDICAL AFTER RETIREMENT	108.33
00410556	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00410563	RETIREE	MEDICAL AFTER RETIREMENT	1,477.26
00410567	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00410569	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00410570	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00410571	RETIREE	MEDICAL AFTER RETIREMENT	1,189.20
00410573	RETIREE	MEDICAL AFTER RETIREMENT	1,783.68
00410574	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00410575	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00947140	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00947141	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00947144	RETIREE	MEDICAL AFTER RETIREMENT	1,189.20
00947145	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00947147	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00947148	RETIREE	MEDICAL AFTER RETIREMENT	654.66
00947151	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00947153	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00947158	RETIREE	MEDICAL AFTER RETIREMENT	1,021.41
00947159	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00947164	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00947166	RETIREE	MEDICAL AFTER RETIREMENT	873.00
00947167	RETIREE	MEDICAL AFTER RETIREMENT	739.30
00947170	RETIREE	MEDICAL AFTER RETIREMENT	654.66
00947186	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00947187	RETIREE	MEDICAL AFTER RETIREMENT	873.00
00947188	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00947197	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00947198	RETIREE	MEDICAL AFTER RETIREMENT	739.30
00947199	RETIREE	MEDICAL AFTER RETIREMENT	232.43
00947200	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00947203	RETIREE	MEDICAL AFTER RETIREMENT	546.39
00947205	RETIREE	MEDICAL AFTER RETIREMENT	762.27
00947212	RETIREE	MEDICAL AFTER RETIREMENT	167.79
00947213	RETIREE	MEDICAL AFTER RETIREMENT	485.80
00947214	RETIREE	MEDICAL AFTER RETIREMENT	1,838.54
00947215	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00947218	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00947229	RETIREE	MEDICAL AFTER RETIREMENT	1,375.12
00947231	RETIREE	MEDICAL AFTER RETIREMENT	2,071.36
00947234	RETIREE	MEDICAL AFTER RETIREMENT	935.09
00947236	RETIREE	MEDICAL AFTER RETIREMENT	864.41
00947237	RETIREE	MEDICAL AFTER RETIREMENT	291.15
00947244	RETIREE	MEDICAL AFTER RETIREMENT	1,124.55
00947246	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00947247	RETIREE	MEDICAL AFTER RETIREMENT	739.30



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00947249	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00947251	RETIREE	MEDICAL AFTER RETIREMENT	1,375.12
00947255	RETIREE	MEDICAL AFTER RETIREMENT	353.71
00947263	RETIREE	MEDICAL AFTER RETIREMENT	656.87
00947264	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00947266	RETIREE	MEDICAL AFTER RETIREMENT	1,387.69
00947274	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00947275	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00947281	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00947282	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00947284	RETIREE	MEDICAL AFTER RETIREMENT	353.71
00947290	RETIREE	MEDICAL AFTER RETIREMENT	361.83
00947294	RETIREE	MEDICAL AFTER RETIREMENT	864.41
00947296	RETIREE	MEDICAL AFTER RETIREMENT	21.52
00947297	RETIREE	MEDICAL AFTER RETIREMENT	864.41
578	Post Retirement Medical-Misc Fund		
Non Departmental			
00410555	RETIREE	MEDICAL AFTER RETIREMENT	291.15
00410560	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00410561	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00410564	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00410566	RETIREE	MEDICAL AFTER RETIREMENT	167.79
00410576	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00410577	RETIREE	MEDICAL AFTER RETIREMENT	289.77
00410580	RETIREE	MEDICAL AFTER RETIREMENT	100.00
00947143	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947146	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947155	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00947160	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00947161	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00947162	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947165	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00947171	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947174	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947177	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947180	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947182	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00947183	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00947184	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947185	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00947191	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947192	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00947196	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947206	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947207	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947211	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947217	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947222	RETIREE	MEDICAL AFTER RETIREMENT	197.69



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00947223	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947224	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947226	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947227	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947233	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947238	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00947242	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00947243	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947248	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947252	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947254	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947258	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947262	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947265	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947270	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947279	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947283	RETIREE	MEDICAL AFTER RETIREMENT	24.32
00947286	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947293	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947295	RETIREE	MEDICAL AFTER RETIREMENT	79.69

579 Post Retirement Medical-Mgmt Fund

Non Departmental

00410557	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00410558	RETIREE	MEDICAL AFTER RETIREMENT	1,476.00
00410559	RETIREE	MEDICAL AFTER RETIREMENT	856.90
00410562	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00410565	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00410568	RETIREE	MEDICAL AFTER RETIREMENT	397.82
00410572	RETIREE	MEDICAL AFTER RETIREMENT	432.38
00410578	RETIREE	MEDICAL AFTER RETIREMENT	445.66
00410579	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00410581	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00947142	RETIREE	MEDICAL AFTER RETIREMENT	316.68
00947149	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00947150	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947152	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00947154	RETIREE	MEDICAL AFTER RETIREMENT	167.79
00947156	RETIREE	MEDICAL AFTER RETIREMENT	137.69
00947157	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00947163	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947168	RETIREE	MEDICAL AFTER RETIREMENT	92.00
00947169	RETIREE	MEDICAL AFTER RETIREMENT	856.90
00947172	RETIREE	MEDICAL AFTER RETIREMENT	683.04
00947173	RETIREE	MEDICAL AFTER RETIREMENT	209.01
00947175	RETIREE	MEDICAL AFTER RETIREMENT	393.75
00947176	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947178	RETIREE	MEDICAL AFTER RETIREMENT	432.38
00947179	RETIREE	MEDICAL AFTER RETIREMENT	79.69



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00947181	RETIREE	MEDICAL AFTER RETIREMENT	291.15
00947189	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947190	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947193	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00947194	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947195	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947201	RETIREE	MEDICAL AFTER RETIREMENT	263.02
00947202	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00947204	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947208	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947209	RETIREE	MEDICAL AFTER RETIREMENT	236.69
00947210	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00947216	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947219	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947220	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947221	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947225	RETIREE	MEDICAL AFTER RETIREMENT	654.66
00947228	RETIREE	MEDICAL AFTER RETIREMENT	2,078.16
00947230	RETIREE	MEDICAL AFTER RETIREMENT	609.06
00947232	RETIREE	MEDICAL AFTER RETIREMENT	1,681.54
00947235	RETIREE	MEDICAL AFTER RETIREMENT	291.15
00947239	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00947240	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947241	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947245	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947250	RETIREE	MEDICAL AFTER RETIREMENT	864.41
00947253	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947256	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947257	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947259	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947260	RETIREE	MEDICAL AFTER RETIREMENT	137.69
00947261	RETIREE	MEDICAL AFTER RETIREMENT	856.90
00947267	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947268	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947269	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947271	RETIREE	MEDICAL AFTER RETIREMENT	263.02
00947272	RETIREE	MEDICAL AFTER RETIREMENT	683.04
00947273	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947276	RETIREE	MEDICAL AFTER RETIREMENT	432.38
00947277	RETIREE	MEDICAL AFTER RETIREMENT	273.42
00947278	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947280	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00947285	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947287	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947288	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00947289	RETIREE	MEDICAL AFTER RETIREMENT	2,471.54
00947291	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00947292	RETIREE	MEDICAL AFTER RETIREMENT	1,987.00



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611 Water Fund
Non departmental

00410197	IDN WILCO	LOCKS	1,034.41
00410215	OFFICE DEPOT INC	OFFICE SUPPLIES	372.91
00410266	BISHOP CO	TOOLS	367.17
00410268	BRADY INDUSTRIES	JANITORIAL SUPPLIES	1,249.72
00410295	FASTENAL CO	INDUSTRIAL SUPPLIES	3,058.20
00410370	BISHOP CO	SUPPLIES	108.65
00410373	BRADY INDUSTRIES	JANITORIAL SUPPLIES	2,852.33
00410386	DELTA DIABLO	LOAN PAYMENT	252,026.18
00410419	ROADSAFE TRAFFIC SYSTEMS INC	SAFETY SUPPLIES	2,288.68
00410459	BRADY INDUSTRIES	JANITORIAL SUPPLIES	1,050.81
00410513	PACE SUPPLY CORP	HYDRANT EXTENSIONS	1,073.42
00410536	TIMOTHY BURKS	REFUNDING WATER DEPOSIT	300.00
00947096	GRAINGER INC	SUPPLIES	191.76
00947109	GRAINGER INC	SUPPLIES	378.52
00947111	SHIMMICK CONSTRUCTION INC	RETENTION PAYMENT	2,218,111.66
00947133	GRAINGER INC	SUPPLIES	619.51

Water Supervision

00410302	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	102.50
00410400	JEFFERSON, SEMAJ	CHECK REPLACEMENT	429.87
00410416	PAULINE KENNEDY	CLAIMS SETTLEMENT	964.53
00410437	YOU LANG LI	CHECK REPLACEMENT	84.00

Water Production

00410148	ALTA FENCE	FENCE REPAIR	2,340.00
00410151	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL SERVICES	425.00
00410153	ANTIOCH ACE HARDWARE	TOOLS & PARTS	87.83
00410165	CFMSF INC	EQUIPMENT	2,642.98
00410171	CONNELLY, BRIAN K	TRAINING REIMBURSEMENT	299.99
00410173	CONTRA COSTA WATER DISTRICT	UNTREATED WATER	1,622,716.17
00410174	CORRPRO COMPANIES INC	TANK INSPECTION	655.00
00410194	HASA INC	CHEMICALS	14,748.04
00410206	LIM AUTOMOTIVE SUPPLY INC	AUTOMOTIVE REPAIR PARTS	303.63
00410215	OFFICE DEPOT INC	OFFICE SUPPLIES	949.20
00410221	RICE LAKE WEIGHING SYSTEMS INC	EQUIPMENT CALIBRATION	142.00
00410231	SWAN ANALYTICAL INSTRUMENTS	PARTS	222.55
00410237	UNIVAR SOLUTIONS USA INC	CHEMICALS	9,508.38
00410252	ARAMARK UNIFORM SERVICES	JANITORIAL SUPPLIES	207.84
00410274	CA DEPT OF TAX AND FEE ADMINISTRATION	WATER RIGHTS	306.27
00410275	CITY OF BRENTWOOD	SUPPORT SERVICES	344.42
00410284	D AND H WATER SYSTEMS INC	PARTS	539.00
00410291	ELITE SCAFFOLD LLC	PROFESSIONAL SERVICES	4,995.00
00410302	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	102.02
00410304	FRANK A OLSEN COMPANY INC	EQUIPMENT	19,776.96
00410305	HASA INC	CHEMICALS	14,056.06
00410306	HATTON CRANE AND RIGGING INC	EQUIPMENT	3,757.60
00410322	OFFICE DEPOT INC	OFFICE SUPPLIES	76.33
00410326	POLYDYNE INC	SUPPLIES	7,576.79



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00410329	RICE LAKE WEIGHING SYSTEMS INC	LAB SUPPLIES	111.00
00410341	SWAN ANALYTICAL INSTRUMENTS USA INC	PARTS	2,187.34
00410347	UNIVAR SOLUTIONS USA INC	CHEMICALS	9,078.72
00410349	WALTER BISHOP CONSULTING	PROFESSIONAL SERVICES	3,606.68
00410352	ALAMEDA ELECTRICAL DISTRIBUTORS	PARTS	604.59
00410357	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL SERVICES	425.00
00410358	ANTIOCH ACE HARDWARE	TOOLS	735.53
00410360	ARAMARK UNIFORM SERVICES	JANITORIAL SUPPLIES	204.74
00410392	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	893.74
00410395	GUALCO GROUP INC, THE	PROFESSIONAL SERVICES	4,000.00
00410397	HACH CO	CHEMICALS	1,426.38
00410402	KARL NEEDHAM ENTERPRISES INC	EQUIPMENT RENTAL	23,334.12
00410406	LIM AUTOMOTIVE SUPPLY INC	PARTS	105.34
00410414	PACIFIC GAS AND ELECTRIC CO	GAS	200,565.14
00410417	PRYOR LEARNING LLC	PROFESSIONAL SERVICES	398.00
00410425	STATE WATER RESOURCES CONTROL	ANNUAL PERMIT FEE	20,085.00
00410447	ANTIOCH ACE HARDWARE	SUPPLIES	331.83
00410450	ARAMARK UNIFORM SERVICES	JANITORIAL SUPPLIES	108.34
00410477	ENDRESS AND HAUSER INC	COMPUTER PARTS	2,662.60
00410482	HASA INC	CHEMICALS	43,119.26
00410483	HATTON CRANE AND RIGGING INC	RENTAL EQUIPMENT	2,301.60
00410518	QUALITY ASSURANCE SOLUTIONS LLC	TRAINING	425.00
00410538	UNIVAR SOLUTIONS USA INC	CHEMICALS	9,177.54
00410541	WALTER BISHOP CONSULTING	CONSULTING SERVICES	4,796.68
00947096	GRAINGER INC	LOCKERS	5,037.07
00947098	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	400.00
00947106	CHEMTRADE CHEMICALS US LLC	CHEMICALS	11,877.12
00947116	CHEMTRADE CHEMICALS US LLC	CHEMICALS	3,916.24
00947118	EUROFINS EATON ANALYTICAL INC	TESTING SERVICES	160.00
00947120	IDEXX LABORATORIES INC	LAB SUPPLY	28.42
00947130	CHEMTRADE CHEMICALS US LLC	CHEMICALS	3,815.13
00947136	RED WING SHOE STORE	SAFETY SHOES	699.51
Water Distribution			
00410150	AMS DOT NET INC	WIFI EXPANSION	616.94
00410152	ANTIOCH ACE HARDWARE	CHAINSAW CHAIN	167.58
00410153	ANTIOCH ACE HARDWARE	HYDRANT PAINT	193.59
00410188	FOUNDRY CONSTRUCTION INC	PROGRESS PAYMENT	84,930.40
00410190	GRANITE CONSTRUCTION CO	ASPHALT	4,340.50
00410215	OFFICE DEPOT INC	OFFICE SUPPLIES	134.34
00410222	ROBERTS AND BRUNE CO	PIPE FITTINGS	5,357.80
00410223	ROYAL BRASS INC	MATERIALS	577.33
00410228	STANDARD PLUMBING SUPPLY CO. INC.	PLUMBING SUPPLIES	99.31
00410230	STATE WATER RESOURCES CONTROL	CERTIFICATION FEES	70.00
00410242	WEBSOFT DEVELOPERS INC	SOFTWARE	6,800.00
00410247	ALTERED CANVAS	BACKFLOW FREEZE BAGS	3,310.00
00410262	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	648.31
00410269	BRANDON WRIGHT	SOFTWARE MAINTENANCE	2,000.00
00410287	DELTA DIABLO	RECYCLE WATER	8,877.05



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00410295	FASTENAL CO	INDUSTRIAL SUPPLIES	152.93
00410309	ISINGS CULLIGAN	WATER SERVICE	23.67
00410328	RHODES, MICHAEL LEE	EXPENSE REIMBURSEMENT	85.00
00410354	ALTA FENCE	FENCE REPAIR	350.50
00410355	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	1,313.55
00410358	ANTIOCH ACE HARDWARE	SUPPLIES	256.77
00410359	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	7,766.64
00410413	PACE SUPPLY CORP	PIPE FITTINGS	6,650.64
00410419	ROADSAFE TRAFFIC SYSTEMS INC	SIGNS	238.70
00410420	ROBERTS AND BRUNE CO	PIPE FITTINGS	4,719.25
00410424	STANDARD PLUMBING SUPPLY CO. INC.	PLUMBING SUPPLIES	658.21
00410438	ACCOMTEMP	WATER TEMP HELP	362.56
00410439	ADVANCED TRENCHLESS INC	WATER LEAK REPAIR	38,000.00
00410442	AMBRIZ, BENJAMIN M	EXPENSE REIMBURSEMENT	31.42
00410446	ANTIOCH ACE HARDWARE	TOOLS	103.69
00410447	ANTIOCH ACE HARDWARE	SUPPLIES	85.44
00410453	BACKFLOW DISTRIBUTORS INC	BACKFLOW DEVICES	13,212.77
00410463	C AND J FAVALORA TRUCKING INC	RECYCLING SERVICE	36,727.50
00410476	E SOURCE COMPANIES LLC	STATE WATER AUDIT SERVICE	2,700.00
00410513	PACE SUPPLY CORP	PIPE FITTING	5,605.53
00410514	PACIFIC CREDIT SERVICES	COLLECTION FEES	30.32
00410522	ROBERTS AND BRUNE CO	BACKFLOW CAGES	10,097.00
00410530	STANDARD PLUMBING SUPPLY CO. INC.	PLUMBING SUPPLIES	163.94
00947098	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
00947136	RED WING SHOE STORE	SAFETY SHOES	300.00
Public Buildings & Facilities			
00410346	UNION PACIFIC RAILROAD COMPANY	PROFFESIONAL SERVICES	3,000.00
00410377	CDM SMITH INC	PROFESSIONAL SERVICES	162,136.67
00410484	HB CONSULTING GROUP INC	PROFESSIONAL SERVICES	15,010.00
00947099	SHIMMICK CONSTRUCTION INC	PROGRESS PAYMENT	1,621,884.45
00947105	CAROLLO ENGINEERS INC	PROFESSIONAL SERVICES	104,839.62
00947111	SHIMMICK CONSTRUCTION INC	PROGRESS PAYMENT	1,452,529.01
Water Systems			
00410413	PACE SUPPLY CORP	CONCRETE METER BOX LIDS	30,203.11
00410513	PACE SUPPLY CORP	METER BOX LIDS	30,627.70
00947102	BADGER METER INC	WATER METERS	67,851.84
00947115	BADGER METER INC	CELLULAR SERVICE	5,999.60
00947125	BADGER METER INC	METER BASES	14,216.08
621 Sewer Fund			
Non departmental			
Swr-Wastewater Administration			
00410150	AMS DOT NET INC	PUBLIC WORKS WIFI EXPANSION	616.95
00410166	CLASSY GLASS TINTING	REAR WINDOWS SERVICE TRUCK	250.00
00410182	EAST BAY MUNICIPAL UTILITY DISTRICT	ASSOC DUES	2,528.00
00410188	FOUNDRY CONSTRUCTION INC	PROGRESS PAYMENT	84,930.39
00410190	GRANITE CONSTRUCTION CO	ASPHALT	4,340.51
00410192	GUILLORY, PHYLLIS DEMETRI	MEMBERSHIP REIMBURSEMENT	221.00
00410215	OFFICE DEPOT INC	OFFICE SUPPLIES	215.64



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00410216	PANTELLS MUSIC BOX	CUSTOM CENTER CONSOLE	800.00
00410238	VAC-CON INC	VEHICLE PURCHASE	144,812.50
00410245	ALL STAR RENTS	RENTAL EQUIPMENT	309.36
00410251	ANTIOCH ACE HARDWARE	SUPPLIES	65.21
00410262	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	285.20
00410269	BRANDON WRIGHT	SOFTWARE MAINTENANCE	2,000.00
00410309	ISINGS CULLIGAN	WATER SERVICE	23.68
00410310	JACK DOHENY COMPANY	PARTS	1,022.41
00410330	ROBERTS AND BRUNE CO	SUPPLIES	643.80
00410354	ALTA FENCE	FENCE REPAIR	350.50
00410355	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	17.07
00410358	ANTIOCH ACE HARDWARE	MATERIALS	366.93
00410359	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	7,766.67
00410385	CWEA SFBS	MEMBERSHIP RENEWAL	442.00
00410413	PACE SUPPLY CORP	PIPE FITTINGS	216.19
00410414	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	861.27
00410416	PAULINE KENNEDY	CLAIM SETTLEMENT	168.15
00410434	WECO INDUSTRIES INC	SUPPLIES	7,022.26
00410438	ACCOMTEMPS	TEMP HELP	362.56
00410442	AMBRIZ, BENJAMIN M	EXPENSE REIMBURSEMENT	31.41
00410447	ANTIOCH ACE HARDWARE	MATERIALS	54.29
00410463	C AND J FAVALORA TRUCKING INC	RECYCLING SERVICE	36,727.50
00410487	JACK DOHENY COMPANY	PARTS	9,451.61
00410517	PONDER ENVIRONMENTAL SERVICES	HAULING SERVICES	8,385.92
00410519	RAMOS JR, GONZALO	SAFETY BOOT REIMBURSEMENT	273.84
00410526	SANTOYO, MIGUEL FELIPE	CERTIFICATION REIMBURSEMENT	207.00
00947095	CANON FINANCIAL SERVICES	COPIER LEASE	148.13
00947098	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
00947109	GRAINGER INC	TOOLS	78.65
00947119	GRAINGER INC	BATTERIES	1,373.38
00947121	SCOTTO, CHARLES W AND DONNA F	RENT	5,000.00
00947127	CANON FINANCIAL SERVICES	COPIER LEASE	74.14
631	Marina Fund		
	Marina Administration		
00410169	COMCAST	INTERNET SERVICE	420.00
00410243	WEST MARINE PRO	PAINT	123.99
00410262	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	238.81
00410414	PACIFIC GAS AND ELECTRIC CO	GAS	4,965.91
00410421	ROBINS LOCK AND KEY	LOCK REPAIR	195.00
00410516	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	125.00
00947098	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,300.00
00947109	GRAINGER INC	SUPPLIES	1,510.78
00947131	COMPUTERLAND	COMPUTER EQUIPMENT	1,019.30



AS HOUSING SUCCESSOR TO
THE ANTIOCH DEVELOPMENT AGENCY
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227 Housing Fund

Housing

00410257	BANK OF AMERICA	CDBG SERVICES	6,588.00
00410396	HABITAT FOR HUMANITY EAST BAY	CDBG SERVICES	34,342.15
00410454	BAY AREA AFFORDABLE HOMEOWNERSHIP ALLIANCE	CDBG SERVICES	19,775.00



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 9, 2024

TO: Honorable Mayor and Members of the City Council *KPR*

SUBMITTED BY: Kwame P. Reed, Acting City Manager

SUBJECT: Lease Agreement for Real Property Located at 1915 D Street (APN 067-264-009)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution authorizing the Acting City Manager to execute a Lease Agreement for Real Property with R.E.A.C.H Project Inc., for property located at 1915 D Street, Antioch, CA (APN 067-264-009).

FISCAL IMPACT

The leasing of the City-owned property will generate \$10 of rental income for the next 10-year lease term.

DISCUSSION

R.E.A.C.H. Project Inc. ("REACH") was founded in 1970 by numerous community members to provide services and resources to local youths. REACH's core services include behavioral health services, youth treatment, and education.

The original lease was entered into on April 13, 2004 and renewed for a second term on February 25, 2014. The original lease term was for ten (10) years with a ten-year extension that expires on February 24, 2024. Because REACH is a not-for-profit organization and provides services and resources to the youth and families of the youth being served in Antioch, staff is recommending the City Council accept the proposed lease renewal for another 10-year term at \$1 (One-Dollar) per year.

A new lease agreement will be prepared in a form approved by the City Attorney and entered into prior to the expiration of the current lease, upon City Council approval.

ATTACHMENTS

- A. Resolution
- B. 2004 REACH Lease Agreement
- C. 2014 REACH Lease Agreement

ATTACHMENT A

RESOLUTION NO. 2024/XXX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING
THE ACTING CITY MANAGER TO EXECUTE A LEASE AGREEMENT FOR REAL
PROPERTY WITH R.E.A.C.H. PROJECT INC., FOR PROPERTY LOCATED AT
1915 D STREET (APN 067-264-009)**

WHEREAS, R.E.A.C.H. Project Inc. ("REACH"), has provided services and resources to local youth and their families since it was founded in 1970;

WHEREAS, REACH has occupied the building at 1915 D Street since the founders of the program utilized community volunteers to renovate the blighted structure;

WHEREAS, REACH is not-for-profit organization that provides behavioral health services, youth treatment, and education to Antioch youth and their families;

WHEREAS, REACH entered into a lease agreement with the City on April 13, 2004, that included an original 10-year term with a ten-year (10) extension that expires on February 24, 2024;

WHEREAS, REACH has requested to enter into a new ten-year (10) Lease Agreement at an amount of One Dollar (\$1) per year; and

WHEREAS, the City will collect Ten Dollars (\$10) upon the execution of the Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby authorizes the Acting City Manager to execute a Lease Agreement for Real Property with R.E.A.C.H Project Inc., for property located at 1915 D Street (APN 067-264-009) 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 regular meeting thereof, held on the 9th day of January, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RESOLUTION NO. 2024/XX

January 9, 2024

Page 2 of 2

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

4/13/04
#1

ATTACHMENT B

LEASE AGREEMENT
City of Antioch/R.E.A.C.H. Project, Inc.
1915 "D" Street, Antioch, California

THIS INDENTURE OF LEASE, made and entered into at Antioch, California, on the 13th day of April, 2004 by and between the CITY OF ANTIOCH, a municipal corporation ("CITY") and R.E.A.C.H. PROJECT, INC., a California nonprofit corporation ("REACH").

Recitals

A. The parties entered into a lease agreement dated May 10, 1983 for the use and enjoyment of the building and premises known as 1915 "D" Street, Antioch, California.

B. The term of the 1983 agreement has expired and the parties desire to continue with the arrangement, as specified herein.

WITNESSETH:

That CITY, in consideration of agreements stated herein, does hereby lease to REACH, and REACH does hereby hire and take of CITY, all those certain premises described as follows:

Lot 7, Block C, Subdivision Lot 9, of the Wills Addition to the City of Antioch.

Commonly known as 1915 "D" Street, Antioch, California.

1. Term. The term of this lease shall be for ten (10) years, with a ten (10) year option to renew, upon the same terms and conditions contained in this agreement. If REACH desires to exercise this option, it shall so notify CITY in writing at least 60 days prior to expiration of the initial term.

2. Rent. Rent shall be the sum of One Dollar (\$1.00) per year, payable in advance in one lump sum.

3. Permitted Uses. The premises shall be used for a REACH office, classes and meeting place and no other use is permitted without the written consent of CITY first had and obtained. CITY recognizes that REACH coordinates with Contra Costa County and the Antioch Unified School District, and this provision shall not prohibit such relationships. This provision shall not prevent REACH from conducting occasional fund-raising events upon the premises, if such events are carried on at infrequent intervals. CITY reserves the right in the future to prohibit such events if the immediate neighborhood is adversely impacted by parking

problems, noise or other nuisances. This Lease is not assignable without written consent of the CITY, which shall have exclusive discretion to approve or not approve any proposed assignment.

4. **Compliance with Laws and Regulations.** REACH and its agents, employees and servants shall observe and obey all applicable ordinances, rules, regulations, and orders of federal, state, county and municipal governments regarding use of the buildings.

5. **Maintenance, Utilities.** Recognizing that CITY makes the property available to REACH as an accommodation so that it can provide services to area young people, REACH shall be responsible for all maintenance, upkeep and repair of the interior and exterior of the buildings and grounds and CITY shall have no responsibility whatsoever to repair, maintain, or modernize the buildings or property. The property is accepted by REACH "as is" and there is no warranty of habitability or merchantability. REACH is also responsible for all utilities.

6. **Indemnity and Insurance.** REACH shall save and hold harmless and indemnify CITY for any loss, cost, damage, claims, actions, or causes of action that may arise out of or in connection with the operation, maintenance, or use of the premises. For this purpose, REACH shall name CITY as additional insured upon its policies of liability insurance. REACH shall also take out and maintain, during the term of this lease, public liability, property damage and fire insurance in amounts of not less than \$500,000/\$1 million for personal injury, including death or bodily injury, and in an amount of not less than \$50,000.00 for property damage. Fire insurance shall cover the cost of replacing or repairing the building. A policy or policies, or duly issued certificates of insurance, shall be delivered to CITY within twenty (20) days after the commencement date of this lease, and said insurance shall be required to be kept in full force and effect, without reduction, during the term of this lease. Each policy, or certificate, shall provide for CITY to receive at least ten (10) days' prior written notice of any cancellation or reduction as to amount of coverage provided for under said policy. Insurance carriers shall have an A.B. Best rating of at least A:VII. REACH shall also take out and maintain Workers Compensation coverage as required by law.

7. **Services to be Provided.** REACH agrees to conduct on the premises an office which shall be open to members of the public. REACH will provide those types of counseling and educational services that it has provided in the past.

8. **Right of Entry.** CITY reserves the right to enter upon the premises for the purpose of inspecting the facilities and to require REACH to correct any unsatisfactory condition.

9. **Possessory Interest Tax.** REACH acknowledges that it may be liable to pay a possessory interest tax to Contra Costa County, and agrees to pay such tax if levied.

10. **Holding Over.** In the event that REACH shall hold over and remain in possession of said premises with the consent of CITY, such holding over shall be deemed to be month-to-month only and upon the same terms and conditions as specified herein.

11. **Binding on Successors.** This Lease shall inure to the benefit of, and be binding upon, the executors, administrators, successors and assigns of the parties hereto.

12. **Construction of Terms.** This Lease is the result of the mutual drafting efforts of the parties, and no construction shall be applied to its terms which favors one party over the other.

13. **Service of Notice.** All notices which either party may or is required to give, shall be given by mailing, postage prepaid, to the below addresses, or such other address as designated by the parties from time to time:

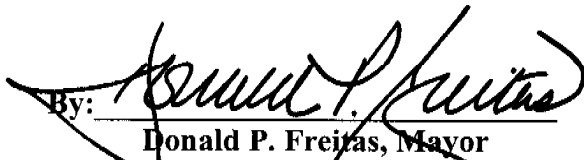
City Manager
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007


R.E.A.C.H. Project, Inc.
1915 "D" Street
Antioch, CA 94509

IN WITNESS WHEREOF, this Lease is executed by the CITY OF ANTIOCH, acting by and through its Mayor, pursuant to Resolution No. 2004/ n/a authorizing such execution, and by R.E.A.C.H. Project, Inc. acting by and through its Executive Director.

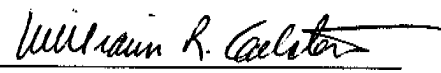
CITY OF ANTIOCH:

R.E.A.C.H. PROJECT, INC.:

By: 
Donald P. Freitas, Mayor

By: 
Shirley Marchetti, Executive Director

APPROVED AS TO FORM:

By: 
William R. Galstan
City Attorney

ATTACHMENT C

LEASE AGREEMENT City of Antioch/R.E.A.C.H. PROJECT 1915 "D" Street, Antioch, California

THIS INDENTURE OF LEASE, made and entered into at Antioch, California, on the 25th of February, 2014 by and between the CITY OF ANTIOCH, a municipal corporation ("CITY") and R.E.A.C.H. PROJECT, a California nonprofit corporation ("REACH").

Recitals

- A. The parties entered into a lease agreement dated April 13, 2004 for the use and enjoyment of the building and premises known as 1915 "D" Street, Antioch, California.
- B. The term of the April 13, 2004 agreement will expire and the parties desire to continue with the arrangement, as specified herein.

WITNESSETH:

That the CITY, in consideration of agreements stated herein, does hereby lease to REACH, and REACH does hereby hire and take of CITY, all those certain premises described as follows:

Lot 7, Block C, Subdivision Lot 9, of the Wills Addition to the City of Antioch.

Commonly known as 1915 "D" Street, Antioch, California

- 1. **Term.** The term of this lease shall be for ten (10) years, with a ten (10) year option to renew, upon the same terms and conditions contained in this agreement. If REACH desires to exercise this option, it shall notify CITY in writing at least 60 days prior to the expiration of the initial term.
- 2. **Rent.** Rent shall be the sum of One Dollar (\$1.00) per year, payable in advance in one lump sum.
- 3. **Permitted Uses.** The premises shall be used for a REACH office, classes and meeting place and no other use is permitted without the written consent of CITY first had and obtained. CITY recognizes that REACH coordinates with Contra Costa County and Antioch Unified School District, and this provision shall not prohibit such relationships. This provision shall not prevent REACH from conducting occasional fund-raising events upon the premises, if such events are carried on at infrequent intervals. CITY reserves the right in the future to prohibit such events if the immediate neighborhood is adversely impacted by parking problems, noise or other nuisances. This Lease is not assignable without written consent of the CITY,

which shall have exclusive discretion to approve or not approve any proposed assignment.

4. **Compliance with Laws and Regulations.** REACH and its agents, employees and servants shall observe and obey all applicable ordinances, rules, regulations, and orders of federal, state, county and municipal governments regarding use of the buildings.
5. **Maintenance, Utilities.** Recognizing that CITY makes the property available to REACH as an accommodation so that it can provide services to area young people, REACH shall be responsible for all maintenance, upkeep and repair of the interior and exterior of the buildings and grounds and CITY shall have no responsibility whatsoever to repair, maintain, or modernize the buildings or property. The property is accepted by REACH "as is" and there is no warranty of habitability or merchantability. REACH is also responsible for all utilities.
6. **Indemnity and Insurance.** REACH shall save and hold harmless and indemnify CITY from any loss, cost, damage, claims, actions, or causes of action that may arise out of or in connection with the operation, maintenance, or use of the premises. For this purpose, REACH shall name CITY as additional insured upon its policies of liability insurance. REACH shall also take out and maintain, during the term of this lease, public liability, property damage and fire insurance in amounts not less than \$500,000/\$1 million for personal injury, including death or bodily injury, and in an amount of not less than \$50,000 for property damage. Fire insurance shall cover the cost of replacing or repairing the building. A policy or policies, or duly issued certificates of insurance, shall be delivered to CITY within twenty (20) days after the commencement date of this lease, and said insurance shall be required to be kept in full force and effect, without reduction, during the term of this lease. Each policy, or certificate, shall provide for CITY to receive at least ten (10) days' written notice of any cancellation or reduction as to amount of coverage provided under said policy. Insurance waivers shall have an A.B. Best rating of at least A:VII. REACH shall also take out and maintain Workers Compensation coverage as required by law.
7. **Services to be Provided.** REACH agrees to conduct on the premises and office which shall be open to members of the public. REACH will provide those types of counseling and educational services as it has in the past.
8. **Right of Entry.** CITY reserves the right to enter upon the premises for the purpose of inspecting the facilities and to require REACH to correct any unsatisfactory condition.
9. **Possessory Interest Tax.** REACH acknowledges that it may be liable to pay a possessory interest tax to Contra Costa County, and agrees to pay such tax if levied.

10. **Holding Over.** In the event that REACH shall hold over and remain in possession of said premises with the consent of CITY, such holding over shall be deemed to be month-to-month only and upon the same terms and conditions as specified herein.
11. **Bind on Successors.** This Lease shall inure to the benefit of, and be binding upon, the executors, administrators, successors and assigns of the parties hereto.
12. **Construction of Terms.** This Lease is the result of mutual drafting efforts of the parties, and no construction shall be applied to its terms with favors one party or the other.
13. **Service of Notice.** All notices which either party may or is required to give, shall be given by mailing, postage prepaid, to the below addresses, or such other addresses as designated by the parties from time to time.

City Manager
City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007

R.E.A.C.H. PROJECT
1915 "D" Street
Antioch, CA 94509

IN WITNESS WHEREOF, this Lease is executed by the CITY OF ANTIOCH and R.E.A.C.H. PROJECT.

CITY OF ANTIOCH

R.E.A.C.H. PROJECT


Steven Duran
City Manager


Mickie Marchetti
Executive Director


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 9, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Charmine Solla, Consultant Traffic Engineer

APPROVED BY: Scott Buenting, Acting Public Works Director/City Engineer 

SUBJECT: Resolution of Support for a Transportation Development Act Grant for School Zone Improvements at Marsh Elementary and John Muir Elementary; P.W. 124-3

RECOMMENDED ACTION

It is recommended that the City Council adopt the attached Resolution of Support and authorize the filing of a grant application to Metropolitan Transportation Commission requesting an allocation of Transportation Development Act Article 3 Pedestrian/Bicycle project funds in the amount of \$100,000 for school zone improvements at Marsh Elementary School and John Muir Elementary School.

FISCAL IMPACT

The City would receive up to \$100,000 of Transportation Development Act ("TDA") funding for this project. A \$30,000 in-kind local match from the Gas Tax Fund is noted on the grant application (see Exhibit "2" to the Resolution). This amount covers the estimated cost of consultant staff preparing the application and work crews installing a portion of the improvements.

DISCUSSION

Staff is recommending the City submit an application requesting an allocation of the TDA Article 3 Pedestrian/Bicycle project funds for traffic calming improvements. This work will include installing pedestrian and bicycle safety improvements, such as signage, upgraded high visibility crosswalks, and Rectangular Rapid Flashing Beacons ("RRFBs") in the vicinity of Marsh Elementary and John Muir Elementary school zones. City staff plan to prepare and submit an application to request grant funding prior to the grant deadline of January 25, 2024.

Metropolitan Transportation Commission requested that the project sponsor submit a City Council resolution supporting and approving the application for federal funding for this project.

ATTACHMENTS

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2024/xxx

**REQUEST TO THE METROPOLITAN TRANSPORTATION COMMISSION FOR THE
ALLOCATION OF FISCAL YEAR 2024-2025 TRANSPORTATION DEVELOPMENT
ACT ARTICLE 3 PEDESTRIAN/BICYCLE PROJECT FUNDING**

WHEREAS, Article 3 of the Transportation Development Act ("TDA"), Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists;

WHEREAS, the Metropolitan Transportation Commission ("MTC"), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No. 4108, Revised, entitled "Transportation Development Act, Article 3, Pedestrian/Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding;

WHEREAS, MTC Resolution No. 4108 requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and

WHEREAS, the City of Antioch desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Exhibit "2" to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Antioch declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code, and furthermore, be it

RESOLVED, that there is no pending or threatened litigation that might adversely affect the project or projects described in Exhibit "2" to this resolution, or that might impair the ability of the City of Antioch to carry out the project; and furthermore, be it

RESOLVED, that the City of Antioch attests to the accuracy of and approves the statements in Exhibit "1" to this resolution; and furthermore, be it

RESOLVED, that a certified copy of this resolution and its attachments, and any accompanying supporting materials shall be forwarded to the congestion management agency, countywide transportation planning agency, or county association of governments, as the case may be, of Contra Costa County for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

* * * * *

AI

RESOLUTION NO. 2024/xxx

January 9, 2024

Page 2

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch, at a regular meeting thereof held on the 9th day of January, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

A2

EXHIBIT "1"

Re: Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2024-2025 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding

Findings

1. That the City of Antioch is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the City of Antioch legally impeded from undertaking the project(s) described in Exhibit "2" of this resolution.
2. That the City of Antioch has committed adequate staffing resources to complete the project(s) described in Exhibit "2".
3. A review of the project(s) described in Exhibit "2" has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Exhibit "2" have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Exhibit "2" comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Exhibit "2", the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Exhibit "2" are for capital construction and/or final design and engineering or quick build project; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic and/or Class IV separated bikeway; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the City of Antioch within the prior five fiscal years.
8. That the project(s) described in Exhibit "2" which are bicycle projects have been included in a detailed bicycle circulation element included in an adopted general plan, or included in an adopted comprehensive bikeway plan (such as outlined in Section 2377 of the California Bikeways Act, Streets and Highways Code section 2370 et seq.) or responds to an immediate community need, such as a quick-build project.
9. That any project described in Exhibit "2" bicycle project meets the mandatory minimum safety design criteria published in the California Highway Design Manual or is in a National Association of City and Transportation Officials (NACTO) guidance or similar best practices document.
10. That the project(s) described in Exhibit "2" will be completed in the allocated time (fiscal year of allocation plus two additional fiscal years).

11. That the City of Antioch agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Exhibit "2", for the benefit of and use by the public.

EXHIBIT "2"

TDA Article 3 Project Application Form

1. Agency	City of Antioch		
2. Primary Contact	Charmine Solla, Traffic Engineer Consultant		
3. Mailing Address	200 H Street, Antioch, CA 94509		
4. Email Address	csolla@antiochca.gov	5. Phone Number	925-779-6170
6. Secondary Contact (in the event primary is not available)	Scott Buenting, Acting Public Works Director/City Engineer		
7. Mailing address (if different) N/A <input checked="" type="checkbox"/>			
8. Email Address	sbuenting@antiochca.gov	9. Phone Number	925-779-6129
10. Send allocation instructions to (if different from above):			
11. Project Title	Safe Routes to School Improvements		
12. Amount requested	\$100,000	13. Fiscal Year of Claim	2024-2025

14. Description of Overall Project:

The Safe Routes to School Program selected two of the 25 schools in the school district to receive improvements through this grant. After meeting and completing a school safety assessment with all 25 schools at the end of the last school year ending June 2023, the City prioritized the schools based on a combination of need, effectiveness of proposed benefits, and frequency of public requests. Marsh Elementary & John Muir Elementary were both at the top of the prioritization list and are the two schools we would like to implement improvements first.

Antioch staff prepared SR2S Safety Assessment memos to share with each of the 25 schools and the superintendent. Copies of the memos are provided in the attachments. The memos were well-received and supported by the schools, school district, and the student guardians. All are eager to get improvements implemented. Improvements include striping, signage, enhanced crosswalks, rapid flashing beacons, and various traffic calming measures.

15. Project Scope Proposed for Funding: (Project level environmental, preliminary planning, and ROW are ineligible uses of TDA funds.)

The grant will be used for Construction. Antioch will also fund an in-kind match of \$15,000 towards its consultant and maintenance staff for installation, construction management and inspection, coordination with the schools and school district, and traffic control services. Additionally, thermoplastic striping equipment will be needed and purchased with City funds at approximately \$15,000.

16. Project Location: A map of the project location is attached or a link to an online map of the project location is provided below:

Please find the project locations of Marsh Elementary and John Muir Elementary on the attached plans.

Project Relation to Regional Policies (for information only)

17. Is the project in an [Equity Priority Community](#)?

Yes ☒ No ☐

18. Is this project in a [Priority Development Area](#) or a [Transit-Oriented Community](#)?

Yes ☒ No ☐

19. Project Budget and Schedule

Project Phase	TDA 3	Other Funds	Total Cost	Estimated Completion (month/year)
Bike/Ped Plan				
ENV				
PA&ED				
PS&E				
ROW				
CON	\$100,000	\$30,000 (in-kind)	\$130,000	Dec 2024
Total Cost	\$100,000	\$30,000 (in-kind)	\$130,000	Dec 2024

Project Eligibility

A. Has the project been reviewed by the Bicycle and Pedestrian Advisory Committee?

Yes ☐ No ☐

To be reviewed by County BPAC

If "YES," identify the date and provide a copy or link to the agenda.

If "NO," provide an explanation).

B. Has the project been approved by the claimant's governing body?

Yes ☐ No ☒

If "NO," provide expected date: 1-09-24

C. Has this project previously received TDA Article 3 funding?

Yes ☐ No ☒

(If "YES," provide an explanation on a separate page)

D. For "bikeways," does the project meet Caltrans minimum safety design criteria

Yes ☒ No ☐

pursuant to [Chapter 1000 of the California Highway Design Manual](#)?

E. 1. Is the project categorically exempt from CEQA, pursuant to CCR Section 15301(c), Existing Facility? Yes ☒ No ☐

2. If "NO" above, is the project is exempt from CEQA for another reason?

Yes ☐ No ☐

Cite the basis for the exemption. _____

N/A ☒

If the project is not exempt, please check "NO," and provide environmental

documentation, as appropriate.

F. Estimated Completion Date of project (month and year): December 2024

G. Have provisions been made by the claimant to maintain the project or facility, or has

Yes ☒ No ☐

the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility, please identify below and provide the agreement.

H. Is a Complete Streets Checklist required for this project ?

Yes ☐ No ☒

If the amount requested is over \$250,000 or if the total project phase or construction phase is over \$250,000, a Complete Streets checklist is likely required. Please attach the Complete Streets checklist or record of review, as applicable. More information and the form may be found here: <https://mtc.ca.gov/planning/transportation/complete-streets>


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 9, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Phil Hoffmeister, Administrative Analyst II

APPROVED BY: Scott Buenting, Acting Director of Public Works/City Engineer 

SUBJECT: Formation of a Community Facilities District for the DECA East 18th Street Commercial Projects

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Authorizing the California Statewide Communities Development Authority to form a Community Facilities District within the City of Antioch to finance certain public improvements;
2. Incorporating a Joint Community Facilities Agreement setting forth the terms and conditions of the Community Facilities District financing;
3. Approving an acquisition agreement between the City and the Developer or its assignee; and
4. Authorizing City staff to cooperate with California Statewide Communities Development Authority and its consultants in connection with the Community Facilities District formation and financing.

FISCAL IMPACT

There is no fiscal impact related to this item. The Developer is responsible for all the costs associated with forming the Community Facilities District ("CFD") and issuing the bonds. There is no cost to the City's General Fund related to the adoption of the attached resolution. The DECA East 18th Street Commercial Projects are expected to promote economic development, stimulate economic activity and increase of the tax base within the City.

DISCUSSION

The Developer of the DECA East 18th Street Commercial Projects has requested public financing of certain public improvements needed to facilitate the construction of two industrial buildings totaling a combined 853,908 square feet within two project sites on the north side of East 18th Street. To accomplish this, the Developer has requested the

California Statewide Communities Development Authority ("CSCDA") form a community facilities district (the "DECA East 18th Street CFD"). CSCDA would issue bonds to pay for improvements and levy a special tax on the property to pay debt service on the bonds.

Authorized Improvements that may be funded through the CFD include certain roadway improvements, traffic signals and signage, and sewer transmission and facility improvements. The following table provides an estimated budget for the project and the estimated funding to be provided by the CFD.

Authorized Improvements – Roadway and Traffic Signals/Signage	
(i) Offsite Lane/Intersection Improvements	\$400,000
(ii) Offsite Signalization Improvements	750,000
Subtotal - Roadway and Traffic Signals/Signage	\$1,150,000
Authorized Improvements – Sewer System	
(i) Onsite Sewer Transmission Improvements	\$699,998
(ii) Onsite Lift Station Improvements	2,400,000
Subtotal – Sewer System	\$3,099,998
Authorized Improvements – Other	
(i) Design / Engineering	\$425,000
(ii) Contingency	637,500
Subtotal – Other	\$1,062,500
Total Authorized ^[1]	\$5,312,498
Developer's Contribution*	\$1,102,321
Estimated Net Funded Amount*	\$4,210,177
Par Amount of CFD Bonds* ^[2]	\$5,310,000

*Preliminary; subject to change

[1] Source: Development & Financial Advisory

[2] Assumes funding of: Debt Service Reserve Fund sized to 125% Average Annual Debt Service; Capitalized Interest for 1 year; and Costs of Issuance including legal, special tax consultant, CSCDA issuance fee, underwriter's discount and other costs associated with the issuance of the CFD bonds.

For CSCDA to proceed, the City Council, as the legislative body of the jurisdiction in which the project is located, is required to authorize the formation of the DECA East 18th Street CFD, approve related agreements and authorize actions related to the improvements to be constructed. While the City has the same authority to form Special Districts, to issue the bonds and to levy assessments or special taxes to pay such bonds as CSCDA under the Statewide Communities Infrastructure Program ("SCIP") program, there is an administrative advantage in allowing CSCDA to be the lead agency in the process. By allowing developers to use the SCIP CFD process, the City avoids all of the administrative responsibility in (1) establishing a Special District and (2) issuing and administering the municipal bonds used to finance the public improvements or development impact fees secured by the property within the Special District. CSCDA assumes all responsibility for the issuance and payment of the municipal bonds and placing the annual assessments or special taxes on the property tax roll. The liability for the bonds is secured by a lien on the property included in the Special District, and therefore, if necessary, CSCDA would initiate foreclosure on property with delinquent payments. Per the attached resolution, the City acknowledges that CSCDA has adopted Local Goals and Policies and approves the use of those Local Goals and Policies in connection with the CFD.

The City does not desire to allocate City resources and City staff time to the formation and administration of a community facilities district and to the issuance of bonds. Staff is proposing that the CFD be formed through the CSCDA. CSCDA offers CFD financing through the SCIP, of which the City has been a member since March 14, 2017.

The resolution, included as Attachment A, accomplishes the following:

- Authorizes the CSCDA to form a CFD, with boundaries substantially as shown in Exhibit A, to finance a proposed list of city facilities and public improvements at no cost to the City and without binding or obligating the City's general fund or taxing authority;
- Approves the list of improvements and fees to be financed (Exhibit B);
- Provides that CSCDA is the issuer of any bonds and is fully responsible for their issuance and administration;
- Contains the provisions necessary to embody the requirements of and to constitute, along with the Joint Powers Agreement governing CSCDA (to which the City is a party), a joint community facilities agreement between the City and the Authority under the Mello-Roos Act;
- Authorizes the Acting City Manager or designee to execute the form of Acquisition Agreement (Exhibit C) on behalf of the City in substantially the form as attached, with such changes as shall be approved by the Acting City Manager after consultation with the City Attorney; and
- Authorizes the Acting City Manager or their designee to cooperate with CSCDA and to execute certificates and documents in connection with a future bond issuance for the CFD.

ATTACHMENTS

A. Resolution

- Exhibits A through C

ATTACHMENT "A"

RESOLUTION NO. 2024/**

A RESOLUTION OF THE CITY OF ANTIOCH (1) AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY (THE "AUTHORITY") TO FORM A COMMUNITY FACILITIES DISTRICT WITHIN THE TERRITORIAL LIMITS OF THE CITY OF ANTIOCH TO FINANCE CERTAIN PUBLIC IMPROVEMENTS AND SERVICES; (2) EMBODYING A JOINT COMMUNITY FACILITIES AGREEMENT SETTING FORTH THE TERMS AND CONDITIONS OF THE COMMUNITY FACILITIES DISTRICT FINANCING; (3) APPROVING AN ACQUISITION AGREEMENT BETWEEN THE CITY AND THE DEVELOPER; AND (4) AUTHORIZING STAFF TO COOPERATE WITH THE AUTHORITY AND ITS CONSULTANTS IN CONNECTION THEREWITH

WHEREAS, the City of Antioch (the "City") is a municipal corporation duly organized and existing under and by virtue of the laws of the State of California (the "State");

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is a California joint-exercise of powers authority lawfully formed and operating within the State pursuant to an agreement (the "Joint Powers Agreement") entered into as of June 1, 1988 under the authority of Title 1, Division 7, Chapter 5 (commencing with Section 6500) of the California Government Code;

WHEREAS, the City is a party to the Joint Powers Agreement and by virtue thereof a member (a "Program Participant") of the Authority;

WHEREAS, the Joint Powers Agreement was entered into to establish the Authority as an agency authorized to issue bonds to finance projects within the territorial limits of its Program Participants;

WHEREAS, the Joint Powers Agreement authorizes the Authority to undertake financing programs under any applicable provisions of State law to promote economic development, the stimulation of economic activity, and the increase of the tax base within the jurisdictional boundaries of its Program Participants;

WHEREAS, the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 (beginning with Section 53311) of the Government Code of the State (the "Act") is an applicable provision of State law available to, among other things, finance public improvements necessary to meet increased demands placed upon local agencies as a result of development;

WHEREAS, there is a development project in the City known as "Deca East 18th Street Commercial Projects" (the "Development Project") and Antioch 18th Street Owner, a Delaware limited liability company and Antioch 18th Street Owner II LLC, a Delaware limited liability company, the developers of the Development Project (collectively, the "Developer"), has requested the City to consider formation of a

RESOLUTION NO. 2024/**

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community facilities district for the Development Project under the Act in order to finance certain public improvements and services required for the Development Project;

WHEREAS, the City does not desire to allocate City resources and City staff time to the formation and administration of a community facilities district and to the issuance of bonds;

WHEREAS, the Development Project will promote economic development, the stimulation of economic activity, and the increase of the tax base within the City;

WHEREAS, both the Authority and the City are "local agencies" under the Act;

WHEREAS, the Act permits two or more local agencies to enter into a joint community facilities agreement to exercise any power authorized by the Act;

WHEREAS, the City desires to enter into such an agreement with the Authority to authorize the Authority to form a community facilities district within the territorial limits of the City to finance public improvements and services required for the Development Project;

WHEREAS, a form of Acquisition Agreement between the City and relating to certain improvements to be constructed by the Developer (the "Acquisition Agreement") has been presented to the City Council and is on file with the City Clerk;

WHEREAS, nothing herein constitutes the City's approval of any applications, Development Project entitlements and/or permits, and such, to the extent required in the future, are subject to and contingent upon City Council approval following, to the extent applicable, environmental review in compliance with the California Environmental Quality Act ("CEQA");

WHEREAS, nothing herein affects, without limitation, requirements for and/or compliance with any and all applicable and/or necessary improvement standards, land use requirements or subdivision requirements relating to the Development Project or any portion thereof, which obligations are and shall remain independent and subsisting; and

WHEREAS, the City Council is fully advised in this matter.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch does hereby find, determine, declare and resolve as follows:

Section 1. The City hereby specifically finds and declares that the actions authorized hereby constitute and are with respect to municipal affairs of the City and the statements, findings and determinations of the City set forth in the recitals above and in the preambles of the documents approved herein are true and correct.

RESOLUTION NO. 2024/**

January 9, 2024

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Section 2. This resolution shall constitute full “local approval,” under Section 9 of the Joint Powers Agreement, and under the Authority’s Local Goals and Policies (see below), for the Authority to undertake and conduct proceedings in accordance herewith and under the Act to form a community facilities district (the “Community Facilities District”) with boundaries substantially as shown on Exhibit A, attached hereto, and to authorize a special tax and to issue bonds with respect thereto. The Community Facilities District may be segregated into one or more improvement areas at the discretion of the Authority and the Developer or its successor in interest or assignee.

Section 3. The Joint Powers Agreement, together with the terms and provisions of this resolution, shall together constitute a joint community facilities agreement between the City and the Authority under the Act. As, without this resolution, the Authority has no power to conduct proceedings under the Act to form the Community Facilities District, adoption by the Commission of the Authority of the Resolution of Intention to form the Community Facilities District under the Act shall constitute acceptance of the terms hereof by the Authority.

Section 4. This resolution and the agreement it embodies are determined to be beneficial to the residents/customers of the City and are in the best interests of the residents of the City, and of the future residents of the area within the Community Facilities District.

Section 5. The Authority has adopted Local Goals and Policies as required by Section 53312.7 of the Act. The City approves the use of those Local Goals and Policies in connection with the Community Facilities District. The City hereby agrees that the Authority may act in lieu of the City under those Local Goals and Policies in forming and administering the Community Facilities District.

Section 6. Pursuant to the Act and this resolution, the Authority may conduct proceedings under the Act to form the Community Facilities District and to have it authorize the financing of the facilities and services set forth on Exhibit B, attached hereto. All of the facilities are facilities that have an expected useful life of five years or longer and are facilities that the City is authorized by law to construct, own or operate, or to which it may contribute revenue. The facilities are referred to herein as the “Improvements” and the services are referred to herein as the “Services.”

Section 7. The City Council certifies to the Commission of the Authority that all of the Improvements are necessary to meet increased demands placed upon the City as a result of development occurring or expected to occur within the Community Facilities District. The Services to be financed will be in addition to similar services currently being provided outside the area of the proposed Community Facilities District, will not supplant the similar services currently being provided within the area of the proposed Community Facilities District, and are necessary to meet increased demands placed upon the local agency or upon other local government agencies as a result of development occurring and anticipated to occur within the Community Facilities District.

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Section 8. The Authority will apply the special tax collections for facilities initially as required by the Acquisition Agreement and then pursuant to the documents under which any bonds are issued; and thereafter, to the extent not provided in the bond documents, the Authority may pay its own reasonable administrative costs incurred in the administration of the Community Facilities District. The Authority will remit any special tax revenues for facilities remaining after the final retirement of all bonds to the City in the proportions specified in the Authority's proceedings. The City will apply any such special tax revenues it receives for authorized Improvements and its own administrative costs only as permitted by the Act.

Section 9. The Authority will administer the Community Facilities District, including employing and paying all consultants, annually levying the special tax and all aspects of paying and administering the bonds, and complying with all State and Federal requirements appertaining to the proceedings, including the requirements of the United States Internal Revenue Code. The City will cooperate fully with the Authority in respect of the requirements of the Internal Revenue Code and to the extent information is required of the City to enable the Authority to perform its disclosure and continuing disclosure obligations with respect to the bonds, although the City will not participate in nor be considered to be a participant in the proceedings respecting the Community Facilities District (other than as a party to the agreement embodied by this resolution) nor will the City be or be considered to be an issuer of the bonds.

Section 10. In the event the Authority completes issuance and sale of bonds, and bond proceeds become available to finance the Improvements, the Authority shall establish and maintain a special fund for a portion of such proceeds (the "Acquisition and Construction Fund"). The portion of bond proceeds which is intended to be utilized to finance the Improvements shall be deposited in the Acquisition and Construction Fund.

Section 11. As respects the Authority, the City agrees to fully administer, and to take full governmental responsibility for, the construction or acquisition of the Improvements, including but not limited to environmental review, approval of plans and specifications, bid requirements, performance and payment bond requirements, insurance requirements, contract and construction administration, staking, inspection, acquisition of necessary property interests in real or personal property, the holding back and administration of retention payments, punch list administration, and the Authority shall have no responsibility in that regard. The City reserves the right, as respects the Developer, to require the Developer to contract with the City to assume any portion or all of this responsibility, which the City intends to do pursuant to the Acquisition Agreement.

Section 12. The City agrees to indemnify and to hold the Authority, its other members, and its other members' officers, agents and employees (collectively, the "Indemnified Parties") harmless from any and all claims, suits and damages (including costs and reasonable attorneys' fees) arising out of the design, engineering, construction and installation of the Improvements. The City reserves the right, as respects the Developer, to require the Developer to assume by contract with the City any portion or all

RESOLUTION NO. 2024/**

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of this responsibility with respect to Improvements constructed by or on behalf of the Developer.

Section 13. As respects the Authority, the City agrees – once the Improvements are constructed according to the approved plans and specifications, and the City and the Developer have put in place their agreed arrangements for the funding of maintenance of Improvements – to accept ownership of the Improvements, to take maintenance responsibility for the Improvements, and to indemnify and hold harmless the Indemnified Parties to the extent provided in the preceding paragraph from any and all claims, etc., arising out of the use and maintenance of the Improvements. The City reserves the right, as respects the Developer, to require the Developer by contract with the City to assume any portion or all of this responsibility with respect to any Improvements constructed by or on behalf of the Developer.

Section 14. The City acknowledges the requirement of the Act that if the Improvements are not completed prior to the adoption, by the Authority Commission, of the Resolution of Formation of the Community Facilities District, the Improvements must be constructed as if they had been constructed under the direction and supervision, or under the authority of, the City. The City acknowledges that this means all Improvements must be constructed under contracts that require the payment of prevailing wages as required by Section 1720 and following of the Labor Code of the State of California. The Authority makes no representation that this requirement is the only applicable legal requirement in this regard. The City reserves the right, as respects the Developer, to assign appropriate responsibility for compliance with this paragraph to the Developer.

Section 15. The form of the Acquisition Agreement attached hereto as Exhibit C is hereby approved, and the City Manager or such officer's designee (the "Authorized Officer") is authorized to execute, and deliver to the Developer the Acquisition Agreement, on behalf of the City in substantially such form, with such changes as shall be approved by the Authorized Officer and the Developer, after consultation with the City Attorney and the Authority's bond counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 16. After completion of the Improvements and appropriate arrangements for the maintenance of the Improvements, or any discrete portion thereof as provided in Section 53313.51 of the Act and in the Acquisition Agreement, to the satisfaction of the City, and in conjunction with the City's acceptance thereof, acquisition of the Improvements shall be undertaken as provided in the Acquisition Agreement. The City Council hereby waives its policies regarding bidding, contracting and construction requirements to the extent the bidding requirements set forth in Exhibit C to the Acquisition Agreement are inconsistent with such policies.

Section 17. The Authority shall establish and maintain a special fund to be known as the "Decca City of Antioch Services Fund" (the "Services Fund"). The Authority shall deposit the portion of the special tax revenues collected in the Community Facilities

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District for the Services into the Services Fund upon receipt and thereafter shall promptly transfer such amount to the City for the provision of Services.

Section 18. The City hereby consents to the formation of the Community Facilities District in accordance with this resolution and consents to the assumption of jurisdiction by the Authority for the proceedings respecting the Community Facilities District with the understanding that the Authority will hereafter take each and every step required for or suitable for consummation of the proceedings, the levy, collection and enforcement of the special tax, and the issuance, sale, delivery and administration of the bonds, all at no cost to the City and without binding or obligating the City's general fund or taxing authority.

Section 19. The terms of the agreement embodied by this resolution may be amended by a writing duly authorized, executed and delivered by the City and the Authority, except that no amendment may be made after the issuance of the bonds by the Authority that would be detrimental to the interests of the bondholders without complying with all of the bondholder consent provisions for the amendment of the bond resolutions, bond indentures or like instruments governing the issuance, delivery and administration of all outstanding bonds.

Section 20. Except to the extent of the City's agreement to take responsibility for and ownership of the Improvements, no person or entity, including the Developer, shall be deemed to be a third party beneficiary of this resolution, and nothing in this resolution (either express or implied) is intended to confer upon any person or entity other than the Authority and the City (and their respective successors and assigns) any rights, remedies, obligations or liabilities under or by reason of this resolution.

Section 21. This resolution shall remain in force until all bonds have been retired and the authority to levy the special tax conferred by the Community Facilities District proceedings has ended or is otherwise terminated.

Section 22. The City Council hereby authorizes and directs the Authorized Officer and other appropriate City staff to cooperate with the Authority and its consultants and to do all things necessary and appropriate to carry out the intent of this resolution and the Community Facilities District financing, and to execute any and all certificates and documents in connection with the bond issuance as shall be approved by the Authorized Officer after consultation with the City Attorney and the Authority's bond counsel.

Section 23. The City Council hereby approves delivery of a certified copy of this resolution to the Authority's Bond Counsel, Orrick, Herrington & Sutcliffe LLP.

Section 24. This Resolution shall take effect upon its adoption.

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January 9, 2024

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* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 9th day of January 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

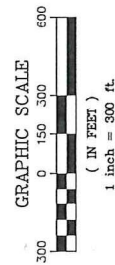
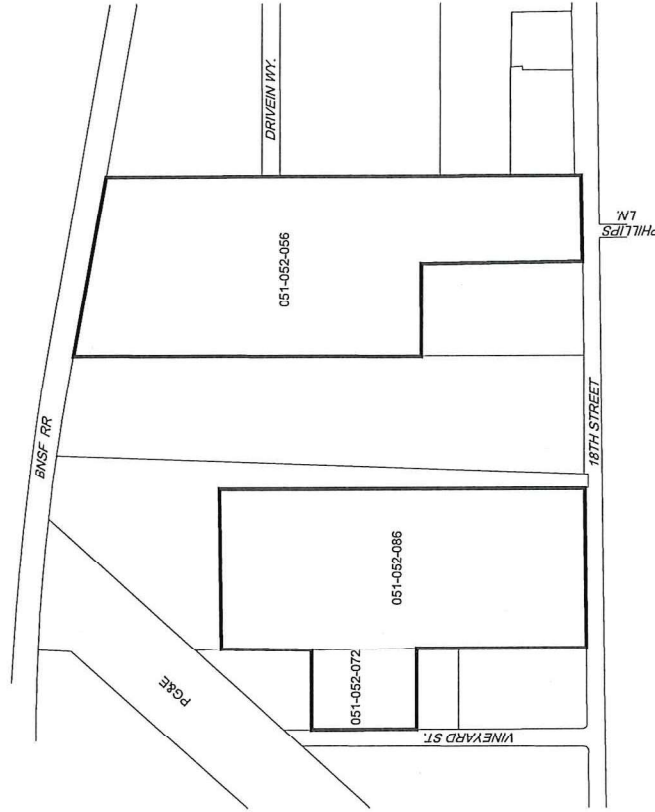
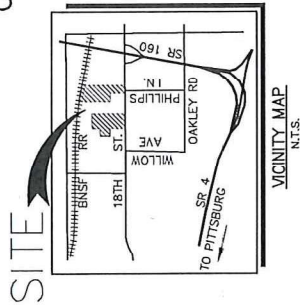
EXHIBIT A

COMMUNITY FACILITIES DISTRICT BOUNDARIES

[ATTACHED]

Exhibit A

AUTHORIZED BOUNDARIES OF CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY COMMUNITY FACILITIES DISTRICT FOR DECA EAST 18TH STREET COMMERCIAL PROJECTS CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA



- LEGEND
- 051-052-086 ASSESSOR'S PARCEL NUMBER
 - 051-052-086 ASSESSOR'S PARCEL LOT LINE
 - MAXIMUM BOUNDARY FOR COMMUNITY FACILITIES DISTRICT FOR THE DECA EAST 18TH STREET COMMERCIAL PROJECTS

GCG
GOODWIN CONSULTING GROUP

EXHIBIT B

AUTHORIZED IMPROVEMENTS

Eligible facilities that may be financed by a Community Facilities District formed by the Authority include all improvements authorized under the Act, including but not limited to the following.

Roadway Improvements

Authorized Improvements include on-site and off-site publicly-owned roadway and transportation facilities required to meet the needs of development within the CFD. Eligible costs include, but may not be limited to: clearing, grubbing, and demolition; grading, soil import/export; paving (including slurry seal), and decorative/enhanced pavement concrete and/or pavers; bridge crossings and culverts; joint trenches, underground utilities and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including onsite and off-site); enhanced fencing, and access ramps; street lights; roundabouts; intersections, signalization, and traffic signal control systems; bus turnouts; signs and striping; winterization and erosion control; median and landscape corridor landscaping and irrigation; bus shelters; retaining walls; masonry walls; implementation and maintenance of Stormwater Pollution Prevention Plan (SWPPP) measures; and traffic control.

Sewer Improvements – Lift Station

Authorized Improvements include any and all sewer facilities designed to meet the needs of development within the Community Facilities District. Eligible costs include, but may not be limited to: site work, pump station structure, mechanical equipment and piping and valves, electrical equipment such as motors and pumping units, back-up generators, SCADA / PLC / controls / lighting / testing / drawings (which may include basis of design, technical specifications, engineering reports, detailed plans and dimensioned drawings, engineers estimate, construction, and commissioning and testing) and utility connections.

Sewer Improvements – Public Sewer Mains

Authorized Improvements include any and all sewer facilities designed to meet the needs of development within the Community Facilities District. Eligible costs include, but may not be limited to: demolition of existing, construction and relocation of sewer mains, manholes, inlets and appurtenant facilities.

AUTHORIZED SERVICES

The services authorized to be funded by the Community Facilities District and paid by the special taxes levied within the Community Facilities District (the "Services") are described below. For purposes of the Community Facilities District, the Services shall incorporate and have the meaning given to the term "services" in section 53313 of the Mello-Roos Community Facilities Act of 1982.

Sewer Maintenance

Sewer lift station and sewer main maintenance, and repair and replacement reserves.

EXHIBIT C

FORM OF ACQUISITION AGREEMENT

[ATTACHED]

EXHIBIT "C"

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

STATEWIDE COMMUNITY

INFRASTRUCTURE PROGRAM

ACQUISITION AGREEMENT

BY AND BETWEEN

CITY OF ANTIOCH

AND

ANTIOCH 18TH STREET OWNER LLC AND ANTIOCH 18TH STREET OWNER II LLC

Dated as of [_____, 2024]

ACQUISITION AGREEMENT

Recitals

A. The parties to this Acquisition Agreement (the "Agreement") are the City of Antioch, (the "City"), Antioch 18th Street Owner LLC, a Delaware limited liability company and Antioch 18th Street Owner II LLC, a Delaware limited liability company (collectively, the "Developer").

B. The effective date of this Agreement is _____, 20__.

C. The Developer has applied for the financing of certain public capital improvements (collectively, the "Acquisition Improvements") through the California Statewide Communities Development Authority (the "Authority") and its Statewide Community Infrastructure Program ("SCIP"). The Acquisition Improvements are to be owned and operated by the City, and the financing is to be accomplished through a Community Facilities District, which will be administered by the Authority under and pursuant to the Mello-Roos Community Facilities Act of 1982 – California Government Code Section 53311 and following (the "Act"). On [January 9], 2024, the City adopted Resolution No. 2024/[] authorizing the Authority to form a community facilities district (the "Community Facilities District") within the territorial limits of the City to finance the Acquisition Improvements.

D. Under SCIP, the Authority intends to conduct proceedings to form the Community Facilities District and to levy special taxes within the Community Facilities District (the "Special Taxes") and issue bonds secured by the Special Taxes (the "Bonds") to fund, among other things, all or a portion of the costs of the Acquisition Improvements. The portion of the proceeds of the Special Taxes and Bonds allocable to the cost of the Acquisition Improvements, together with interest earned thereon, as such amount becomes available from time to time, is referred to herein as the "Available Amount".

E. The Authority will provide financing for the acquisition by the City of the Acquisition Improvements and the payment of the Acquisition Price (as defined herein) of the Acquisition Improvements from time to time in any number of installments from the Available Amount. Attached hereto as Exhibit A is a description of the Acquisition Improvements, which includes authorized discrete and usable portions, if any, of the Acquisition Improvements pursuant to Section 53313.51 of the Act, to be acquired from the Developer.

F. The parties anticipate that, upon completion of the Acquisition Improvements, and subject to the terms and conditions of this Agreement, the City will acquire the constructed Acquisition Improvements. Acquisition Improvements do not need to be dedicated to and accepted by the City as a condition precedent to payment, but any such payment shall not be made until the Acquisition Improvement has been constructed and completed in accordance with this Agreement.

G. Any and all monetary obligations of the City arising out of this Agreement are the special and limited obligations of the City payable only from the Available Amount, and no other funds whatsoever of the City shall be obligated therefor under any circumstances.

H. Attached to this Agreement are Exhibit A (Description of the Acquisition Improvements), Exhibit B (Disbursement Request Form), and Exhibit C (Bidding, Contracting and Construction Requirements for Acquisition Improvements), all of which are incorporated into this Agreement for all purposes.

AGREEMENT

ARTICLE I

DEFINITIONS; COMMUNITY FACILITIES DISTRICT FORMATION AND FINANCING PLAN

Section 1.01. Definitions. As used herein, the following capitalized terms shall have the meanings ascribed to them below:

“Acceptable Title” means free and clear of all monetary liens, encumbrances, assessments, whether any such item is recorded or unrecorded, and taxes, except (i) those items which are reasonably determined by the City Engineer not to interfere with the intended use and therefore are not required to be cleared from the title, and (ii) the lien of the Community Facilities District or any other community facilities district or assessment district provided that the property owned by the City is exempt from such taxation or assessment.

“Acquisition and Construction Fund” means each “City of Antioch Deca Community Facilities District Acquisition and Construction Fund” established by the Authority pursuant to the Resolution and Section 1.03 hereof for the purpose of paying the Acquisition Price of the Acquisition Improvements.

“Acquisition Improvement” means each of the public improvements listed in Exhibit A hereto, as Exhibit A may be modified or amended through a written supplement executed by the Developer and the City Engineer; provided, however, any public improvements added to Exhibit A shall be limited to types that are authorized to be financed pursuant to the Act and authorizing resolutions of the Community Facilities District as determined by the Authority. (All costs of the City incurred in preparing each such written supplement shall be the responsibility of the Developer.)

“Acquisition Price” means the total amount eligible to be paid to the Developer upon acquisition of an Acquisition Improvement as provided in Section 2.03, not to exceed the Actual Cost of the Acquisition Improvement.

“Actual Cost” means the total cost of an Acquisition Improvement, as documented by the Developer to the satisfaction of the City and as certified by the City Engineer in an Actual Cost Certificate including, without limitation, (a) the Developer’s cost of constructing such Acquisition Improvement including grading, labor, material and equipment costs, (b) the Developer’s cost of designing and engineering the Acquisition Improvement, preparing the plans and specifications and bid documents for such Acquisition Improvement, and the costs of inspection, materials testing and construction staking for such Acquisition Improvement, (c) the Developer’s cost of any performance, payment and maintenance bonds and insurance, including title insurance, required

hereby for such Acquisition Improvement, (d) the Developer's cost of any real property or interest therein that is either necessary for the construction of such Acquisition Improvement (e.g., temporary construction easements, haul roads, etc.), or is required to be conveyed with such Acquisition Improvement in order to convey Acceptable Title thereto to the City or its designee, (e) the Developer's cost of environmental or biological evaluation, monitoring or mitigation required for such Acquisition Improvement, (f) the amount of any fees actually paid by the Developer to governmental agencies in order to obtain permits, licenses or other necessary governmental approvals and reviews for such Acquisition Improvement, but not including development impact fees or capital facilities charges, (g) the Developer's cost paid to third parties for construction and project management, administration and supervision services for such Acquisition Improvement, (h) the Developer's cost paid to third parties for professional services related to such Acquisition Improvement, including engineering, accounting, legal, financial, appraisal, architectural consulting and similar professional services..

"Actual Cost Certificate" means a certificate prepared by the Developer detailing the Actual Cost of an Acquisition Improvement, to be acquired hereunder, as may be revised by the City Engineer pursuant to Section 2.03.

"Agreement" means this Acquisition Agreement, dated as of _____ 1, 20__.

"Authority" means the California Statewide Communities Development Authority.

"Authority Trust Agreement" means a Trust Agreement entered into by the Authority and an Authority Trustee in connection with the issuance of bonds.

"Authority Trustee" means the financial institution identified as trustee in an Authority Trust Agreement.

"Available Amount" shall have the meaning assigned to the term in Recital D.

"Bonds" means bonds or other indebtedness issued by the Authority that is to be repaid with Special Taxes.

"City" means the City of Antioch.

"City Engineer" means the Engineer of the City or his/her designee who will be responsible for administering the acquisition of the Acquisition Improvements hereunder.

"Code" means the Government Code of the State of California.

"Community Facilities District" shall have the meaning assigned to the term in Recital C.

"Developer" means, collectively, Antioch 18th Street Owner LLC, a Delaware limited liability company, and Antioch 18th Street Owner II LLC, a Delaware limited liability company, and their successors and assigns.

"Disbursement Request Form" means a requisition for payment of funds from the Acquisition and Construction Fund for an Acquisition Improvement, in substantially the form

contained in Exhibit B hereto.

“Project” means the Developer’s development of the property in the Community Facilities District, including the design and construction of the Acquisition Improvements and the other public and private improvements to be constructed by the Developer within the Community Facilities District.

“Resolution” means City of Antioch Resolution No. 2024/[___], adopted [January 9], 2024, titled “A Resolution of the City of Antioch (1) Authorizing The California Statewide Communities Development Authority (The “Authority”) To Form A Community Facilities District Within The Territorial Limits Of City of Antioch To Finance Certain Public Improvements and Services; (2) Embodying A Joint Community Facilities Agreement Setting Forth The Terms And Conditions Of The Community Facilities District Financing; (3) Approving An Acquisition Agreement Between the City And The Developer; And (4) Authorizing Staff To Cooperate With The Authority And Its Consultants In Connection Therewith.”

“Special Taxes” means annual special taxes, and prepayments thereof, authorized by the Community Facilities District to be levied by the Commission of the Authority.

“Title Documents” means, for each Acquisition Improvement acquired hereunder, a grant deed or similar instrument necessary to transfer title to any real property or interests therein (including easements), or an irrevocable offer of dedication of such real property with interests therein necessary to the operation, maintenance, rehabilitation and improvement by the City of the Acquisition Improvement (including, if necessary, easements for ingress and egress) and a bill of sale or similar instrument evidencing transfer of title to the Acquisition Improvement (other than said real property interests) to the City, where applicable.

Section 1.02. Establishment of Community Facilities District. The Developer has requested the City to permit the Authority to provide for financing of the Acquisition Improvements through the establishment and authorization of the Community Facilities District and the City agreed by its adoption of the Resolution. The Community Facilities District was established by the Authority on _____, 20__, and through the successful landowner election held that same day, the Commission of the Authority is authorized to levy the Special Taxes and to issue the Bonds to finance the Acquisition Improvements. The Developer and the City agree to reasonably cooperate with one another and with the Authority in the completion of the financing through the issuance of the Bonds in one or more series.

Section 1.03. Deposit and Use of Available Amount.

(a) Prior to the issuance of Bonds, Special Taxes collected by the Authority (including from prepayments of Special Taxes) shall be deposited in the Acquisition and Construction Fund established by the Resolution, and may be disbursed to pay the Acquisition Price of Acquisition Improvements in accordance with Article II of this Agreement. All funds in the Acquisition and Construction Fund shall be considered a portion of the Available Amount, and upon the issuance of the Bonds the Acquisition and Construction Fund shall be transferred to the Authority Trustee to be held in accordance with the Authority Trust Agreement.

(b) Upon the issuance of the Bonds, the Authority will cause the Authority Trustee to establish and maintain the Acquisition and Construction Fund for the purpose of holding all funds for the Acquisition Improvements. All earnings on amounts in the Acquisition and Construction Fund shall remain in the Acquisition and Construction Fund for use as provided herein and pursuant to the Authority Trust Agreement. Money in the Acquisition and Construction Fund shall be available to respond to delivery of a Disbursement Request Form and to be paid to the Developer or a third party designated in writing by the Developer to the City to pay the Acquisition Price of the Acquisition Improvements, as specified in Article II hereof. Upon completion of all of the Acquisition Improvements and the payment of all costs thereof, any remaining funds in the Acquisition and Construction Fund (less any amount determined by the City as necessary to reserve for claims against the account) (i) shall be applied to pay the costs of any additional improvements eligible for acquisition with respect to the Project as approved by the Authority and, to the extent not so used, (ii) shall be applied by the Authority to call Bonds or to reduce Special Taxes as the Authority shall determine.

Section 1.04. No City Liability; City Discretion; No Effect on Other Agreements. In no event shall any actual or alleged act by the City or any actual or alleged omission or failure to act by the City with respect to SCIP subject the City to monetary liability therefor. Further, nothing in this Agreement shall be construed as affecting the Developer's or the City's duty to perform their respective obligations under any other agreements, public improvement standards, land use regulations or subdivision requirements related to the Project, which obligations are and shall remain independent of the Developer's and the City's rights and obligations under this Agreement.

ARTICLE II

DESIGN, CONSTRUCTION AND ACQUISITION OF ACQUISITION IMPROVEMENTS

Section 2.01. Letting and Administering Design Contracts. The Developer has awarded and administered (or caused to be awarded and administered), or will award and administer (or cause to award and administer), engineering design contracts for the Acquisition Improvements to be acquired hereunder. All eligible expenditures of the Developer for design engineering and related costs in connection with the Acquisition Improvements (whether as an advance to the City or directly to the design consultant) shall be reimbursed at the time of acquisition of the Acquisition Improvements. The Developer shall be entitled to reimbursement for any design costs of the Acquisition Improvements only out of the Acquisition Price as provided in Section 2.03 and shall not be entitled to any payment for design costs independent of the acquisition of Acquisition Improvements.

Section 2.02. Letting and Administration of Construction Contracts; Indemnification. State law requires that all Acquisition Improvements not completed prior to the formation of the Community Facilities District shall be constructed as if they were constructed under the direction and supervision, or under the authority, of the City. In order to assure compliance with those provisions, except for any contracts entered into prior to the date hereof, the Developer agrees to comply with the requirements set forth in Exhibit C hereto with respect to the bidding and contracting for the construction of the Acquisition Improvements. The Developer agrees that all the contracts shall call for payment of prevailing wages as required by the Labor

Code of the State of California. The Developer's indemnification obligation set forth in Section 3.01 of this Agreement shall also apply to any alleged failure to comply with the requirements of this Section, and/or applicable State laws regarding public contracting and prevailing wages.

Section 2.03. Sale of Acquisition Improvements. The Developer agrees to sell to the City each Acquisition Improvement to be constructed by Developer when the Acquisition Improvement has been constructed and is completed to the satisfaction of the City for an amount equal to the Actual Cost of the Acquisition Improvement, but solely from the Available Amount. Exhibit A, attached hereto and incorporated herein, contains a list of the Acquisition Improvements. Portions of an Acquisition Improvement eligible for Installment Payments prior to completion of the entire Acquisition Improvement are described as eligible, discrete and usable portions in Exhibit A. At the time of completion of each Acquisition Improvement the Developer shall deliver to the City Engineer a written request for acquisition, accompanied by an Actual Cost Certificate, and by executed Title Documents for the transfer of the Acquisition Improvement where necessary. In the event that the City Engineer finds that the supporting paperwork submitted by the Developer fails to demonstrate the required relationship between the subject Actual Cost and eligible work, the City Engineer shall advise the Developer that the determination of the Actual Cost (or the ineligible portion thereof) has been disallowed and shall request further documentation from the Developer. If the further documentation is still not adequate, the City Engineer may revise the Actual Cost Certificate to delete any disallowed items and the determination shall be final and conclusive.

Certain soft costs for the Acquisition Improvements, such as civil engineering, may have been incurred pursuant to single contracts that include work relating also to the private portions of the Project. In those instances, the total costs under such contracts will be allocated to each Acquisition Improvement as approved by the City Engineer. Where a specific contract has been awarded for design or engineering work relating solely to an Acquisition Improvement, one hundred percent (100%) of the costs under the contract will be allocated to that Acquisition Improvement. Costs will be allocated to each Acquisition Improvement as approved by the City Engineer. The costs, or allocated portion thereof, of environmental or biological mitigation or monitoring required by the pertinent natural resource permits needed to mitigate impacts of the public improvement portions of the Project only will be allocated to each Acquisition Improvement as approved by the City Engineer.

Section 2.04. Conditions Precedent to Payment of Acquisition Price. Payment to the Developer or its designee of the Acquisition Price for an Acquisition Improvement from the Acquisition and Construction Fund shall in every case be conditioned first upon the determination of the City Engineer, pursuant to Section 2.03, that the Acquisition Improvement satisfies all City regulations and ordinances and is otherwise complete and ready for acceptance by the City, and shall be further conditioned upon satisfaction of the following additional conditions precedent:

(a) The Developer shall have provided the City with lien releases or other similar documentation satisfactory to the City Engineer as evidence that none of the property (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvement, to the extent not already publicly owned) comprising the Acquisition Improvement, and the property which is subject to the Special Taxes of the

Community Facilities District, is not subject to any prospective mechanics lien claim respecting the Acquisition Improvements.

(b) The Developer shall be current in the payment of all due and payable general property taxes, and all Special Taxes of the Community Facilities District, on property owned by the Developer or under option to the Developer within the Community Facilities District.

(c) The Developer shall certify that it is not in default with respect to any loan secured by any interest in the Project.

(d) The Developer shall have provided the City with Title Documents needed to provide the City with title to the site, right-of-way, or easement upon which the subject Acquisition Improvement is situated. All such Title Documents shall be in a form acceptable to the City and shall convey Acceptable Title. The Developer shall provide a policy of title insurance as of the date of transfer in a form acceptable to the City Engineer and the City Attorney insuring the City as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the City and the Developer. Each title insurance policy required hereunder shall be in the amount equal to the Acquisition Price. The amount paid to the Developer or its designee upon satisfaction of the foregoing conditions precedent shall be the Acquisition Price less all Installment Payments paid previously with respect to the Acquisition Improvement.

Section 2.05. Reserved.

Section 2.06. Disbursement Request Form. Upon a determination by the City Engineer to pay the Acquisition Price of an Acquisition Improvement pursuant to Section 2.04, the City Engineer shall cause a Disbursement Request Form substantially in the form attached hereto as Exhibit B to be submitted to the Authority Trustee, and the Authority Trustee shall make payment directly to the Developer or its designee of the amount pursuant to the Authority Trust Agreement. The Disbursement Request to be prepared by the City Engineer shall reflect such retainage and the release thereof.

The payment of the Acquisition Price for completed Acquisition Improvements is not contingent upon completion of all subdivision improvements and is not contingent upon formal acceptance of dedicated improvements by the City Council.

The City and the Developer acknowledge and agree that the Authority Trustee shall make payment strictly in accordance with the Disbursement Request Form and shall not be required to determine whether or not the Acquisition Improvement has been completed or what the Actual Costs may be with respect to the Acquisition Improvement. The Authority Trustee shall be entitled to rely on the executed Disbursement Request Form on its face without any further duty of investigation.

In the event that a Disbursement Request Form requests disbursement for payment of the Actual Cost of an Acquisition Improvement in excess of the Available Amount then on hand, the Authority Trustee shall withdraw all funds remaining in the Acquisition and Construction Fund and shall transfer those amounts to the Developer or its designee. The unpaid portion of the Actual Cost shall be paid from an Available Amount that may subsequently be deposited in the

Acquisition and Construction Fund from a subsequent issuance of Bonds, from prepayments of Special Taxes to be used for financing Acquisition Improvements, or from Special Tax revenues, if any of those occurs.

Section 2.07. Limitation on Obligations. In no event shall the City be required to pay the Developer or its designee more than the amounts held in the Acquisition and Construction Fund at any given time, although the parties acknowledge and agree that the Acquisition Price may be paid in one or more installments over time as additional Available Amounts become available, it being understood that the amount funded from the Available Amount from time to time for all the Acquisition Improvements acquired hereunder shall not be substantially greater than the Estimated Total Budgeted Amount specified in Exhibit A.

ARTICLE III

MISCELLANEOUS

Section 3.01. Indemnification and Hold Harmless. The Developer hereby assumes the defense of, and indemnifies and saves harmless the City, the Authority and their respective officers, directors, employees and agents, including the Authority Trustee, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from or alleged to have resulted from the acts or omissions of the Developer or its agents and employees arising out of any contract for the design, engineering and construction of the Acquisition Improvements entered into by the Developer or arising out of any alleged misstatements of fact or alleged omission of a material fact made by the Developer, its officers, directors, employees or agents to the Authority's underwriter, financial advisor, appraiser, district engineer or bond counsel or regarding the Developer, its proposed developments, its property ownership and its contractual arrangements contained in the official statement relating to the Authority financing (provided that the Developer shall have been furnished a copy of the official statement, shall have been provided reasonable time to review and comment thereon, and shall not have objected thereto); and provided, further, that nothing in this Section 3.01 shall limit in any manner the City's rights against any of the Developer's architects, engineers, contractors or other consultants. Except as set forth in this Section 3.01, no provision of this Agreement shall in any way limit the extent of the responsibility of the Developer for payment of damages resulting from the operations of the Developer, its agents and employees. Nothing in this Section 3.01 shall be understood or construed to mean that the Developer agrees to indemnify the City, the Authority or any of their respective officers, directors, employees or agents, for any wrongful acts or omissions to act of the Authority or its officers, employees, agents or any consultants or contractors, including the Authority Trustee, and for any wrongful acts, willful misconduct, active negligence or omissions to act of the City, or its officers, employees, agents or any consultants or contractors, including the Authority Trustee.

Section 3.02. Audit. The City shall have the right, during normal business hours and upon the giving of ten (10) days' written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer (for which the Developer seeks reimbursement pursuant to this Agreement) in constructing the Acquisition Improvements.

Section 3.03. Cooperation. The City and the Developer agree to cooperate with respect to the completion of the financing of the Acquisition Improvements by the Authority through the levy of the Community Facilities District Special Taxes and issuance of Bonds. The City and the Developer agree to meet in good faith to resolve any differences on future matters which are not specifically covered by this Agreement.

Section 3.04. General Standard of Reasonableness. Any provision of this Agreement which requires the consent, approval or acceptance of either party hereto or any of their respective employees, officers or agents shall be deemed to require that the consent, approval or acceptance not be unreasonably withheld or delayed, unless the provision expressly incorporates a different standard. The foregoing provision shall not apply to provisions in the Agreement which provide for decisions to be in the sole discretion of the party making the decision.

Section 3.05. Third Party Beneficiaries. The Authority and its officers, employees, agents or any consultants or contractors are expressly deemed third party beneficiaries of this Agreement with respect to the provisions of Section 3.01. It is expressly agreed that, except for the Authority with respect to the provisions of Section 3.01, there are no third party beneficiaries of this Agreement, including without limitation any owners of bonds, any of the City's or the Developer's contractors for the Acquisition Improvements and any of the City's, the Authority's or the Developer's agents and employees.

Section 3.06. Conflict with Other Agreements. Nothing contained herein shall be construed as releasing the Developer or the City from any condition of development or requirement imposed by any other agreement between the City and the Developer, and, in the event of a conflicting provision, the other agreement shall prevail unless the conflicting provision is specifically waived or modified in writing by the City and the Developer.

Section 3.07. Notices. All invoices for payment, reports, other communication and notices relating to this Agreement shall be mailed to:

If to the City:

City of Antioch
P.O. Box 5007
Antioch, CA 94531-5007
Attention: Public Works Director/City Engineer

If to the Authority:

California Statewide Communities Development Authority
1100 K Street, Suite 101
Sacramento, CA 95813
Attention: Executive Director
Email: info@cscda.org

If to the Developer:

Antioch 18th Street Owner LLC and Antioch 18th Street Owner II LLC
201 Spear Street, Suite 1100

San Francisco, CA, 94105
Attention: Daniel Sachs
Email: daniel.sachs@decaco.com

With a copy to:

Pennington LLP
One Sansome Street, Suite 3500
San Francisco, CA 94104
Attn: Rachel Holloway
Email: rachel@pennllp.com

Either party may change its address by giving notice in writing to the other party.

Section 3.08. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 3.09. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Section 3.10. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement.

Section 3.11. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 3.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 3.13. Successors and Assigns. This Agreement is binding upon the heirs, assigns and successors-in-interest of the parties hereto. The Developer may not assign its rights or obligations hereunder, except to successors-in-interest to the property within the District, without the prior written consent of the City. Notwithstanding the foregoing, the Developer may direct in writing that the Acquisition Price of any Acquisition Improvement be payable to a third-party other than the Developer, and such delegation shall not be considered an assignment under this Agreement.

Section 3.14. Remedies in General. It is acknowledged by the parties that the City would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement or the application thereof, other than for the payment to the Developer of any (i) moneys owing to the Developer hereunder, or (ii) moneys paid by the Developer pursuant to the provisions hereof which are misappropriated or improperly obtained, withheld or applied by the City.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that the City shall not be liable in damages to the Developer, or to any assignee or transferee of the Developer other than for the payments to the Developer specified in the preceding paragraph. Subject to the foregoing, the Developer covenants not to sue for or claim any damages for any alleged breach of, or dispute which arises out of, this Agreement.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

CITY OF ANTIOCH

By _____
Authorized Officer

ATTEST:

By _____
Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

By _____
Thomas Lloyd Smith, City Attorney

[Signature Page to Acquisition Agreement]

ANTIOCH 18TH STREET OWNER LLC,
a Delaware limited liability company

By _____
(Signature)

(Print Name)

ANTIOCH 18TH STREET OWNER II LLC,
a Delaware limited liability company

By _____
(Signature)

(Print Name)

[Signature Page to Acquisition Agreement]

EXHIBIT A TO THE ACQUISITION AGREEMENT
DESCRIPTION OF ACQUISITION IMPROVEMENTS

ACQUISITION IMPROVEMENTS

<u>Category</u>	<u>Description⁽¹⁾</u>	<u>Estimated Cost⁽²⁾</u>
Roadway	Acquisition Improvements include on-site and off-site publicly-owned roadway and transportation facilities required to meet the needs of development within the CFD. Eligible costs include, but may not be limited to: clearing, grubbing, and demolition; grading, soil import/export; paving (including slurry seal), and decorative/enhanced pavement concrete and/or pavers; bridge crossings and culverts; joint trenches, underground utilities and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including onsite and off-site); enhanced fencing, and access ramps; street lights; roundabouts; intersections, signalization, and traffic signal control systems; bus turnouts; signs and striping; winterization and erosion control; median and landscape corridor landscaping and irrigation; bus shelters; retaining walls; masonry walls; implementation and maintenance of Stormwater Pollution Prevention Plan (SWPPP) measures; and traffic control.	\$1,150,000
Sewer – Lift Station	Acquisition Improvements include any and all sewer facilities designed to meet the needs of development within the Community Facilities District. Eligible costs include, but may not be limited to: site work, pump station structure, mechanical equipment and piping and valves, electrical equipment such as motors and pumping units, back-up generators, SCADA / PLC / controls / lighting / testing / drawings (which may include basis of design, technical specifications, engineering reports, detailed plans and dimensioned drawings, engineers estimate, construction, and commissioning and testing) and utility connections.	2,400,000
Sewer – Public Sewer Mains	Acquisition Improvements include any and all sewer facilities designed to meet the needs of development within the Community Facilities District. Eligible costs include, but may not be limited to: demolition of existing, construction and relocation of sewer mains, manholes, inlets and appurtenant facilities.	699,998
Total Acquisition Improvements		\$4,249,998
Design Engineering (10%)		425,000
Contingency (15%)		637,500
Grand Total		\$5,312,498

(1) The description of the Acquisition Improvements is general in nature. The final nature and location of the Acquisition Improvements will be determined upon preparation of final plans and specifications and these descriptions may be modified and additional Acquisition Improvements may be added through a written supplement to this Agreement executed by the Developer and the City Engineer.

A27

- (2) All costs shown above are estimates of the costs of the Acquisition Improvements and are not intended to limit the Acquisition Price of the Acquisition Improvements. The Acquisition Price of the Acquisition Improvements will be the Actual Costs, as determined pursuant to Article II of the Acquisition Agreement, but payment of the Acquisition Price is dependent upon the availability of the Available Amount, as specified in Section 2.03.

CONTRACTS AWARDED PRIOR TO EFFECTIVE DATE

The Developer bid and contracted for the following Acquisition Improvements* prior to the approval of this Agreement in coordination with the City Engineer who has determined such bidding and contracting is in compliance with the terms of this Agreement:

- 1.
- 2.
- 3.
- 4.

EXHIBIT B TO THE ACQUISITION AGREEMENT

**DISBURSEMENT REQUEST FORM
(Acquisition Improvement)**

To: [Authority Trustee]
Attention: _____
Fax: _____
Phone: _____

Re: CSCDA Community Facilities District No. _____

The undersigned, a duly authorized officer of the CITY OF ANTIOCH hereby requests a withdrawal from the City of Antioch Deca Acquisition and Construction Fund, as follows:

Request Date: [Insert Date of Request]
Name of Developer: ANTIOCH 18TH STREET OWNER LLC, a Delaware limited liability company and ANTIOCH 18TH STREET OWNER II LLC, a Delaware limited liability company
Withdrawal Amount: [Insert Acquisition Price/Installment Payment]
Acquisition Improvements: [Insert Description of Acquisition Improvement(s) from Exhibit A]
Payment Instructions: [Insert Wire Instructions or Payment Address for Developer or Developer's designee as provided by the Developer]

The undersigned hereby certifies as follows:

The Withdrawal is being made in accordance with a permitted use of the monies pursuant to the Acquisition Agreement and the Withdrawal is not being made for the purpose of reinvestment.

None of the items for which payment is requested have been reimbursed previously from the Acquisition and Construction Fund.

If the Withdrawal Amount is greater than the funds held in the Acquisition and Construction Fund, the Authority Trustee is authorized to pay the amount of such funds and to pay remaining amount(s) as funds are subsequently deposited in the Acquisition and Construction Fund, should that occur.

CITY OF ANTIOCH

By: _____

Title: _____

EXHIBIT C TO THE ACQUISITION AGREEMENT

BIDDING, CONTRACTING AND CONSTRUCTION REQUIREMENTS FOR ACQUISITION IMPROVEMENTS

With respect to construction contracts awarded after approval of the Agreement, bids for construction shall be solicited from qualified contractors. The Developer may directly solicit bids. The bid package may consist of preliminary plans and specifications. A minimum of three bids is preferred, but not mandatory. The Developer shall provide documentation of its solicitation efforts.

Each bidder will be provided with detailed Scopes of Work (SOW) and Instructions to Bidders (ITB), along with detailed and itemized bid sheets with estimated quantities.

The bidding response time shall be not less than three (3) weeks.

Contract(s) for the construction of the public Acquisition Improvements shall be awarded based on the completeness of the bids, pricing and ability to meet the construction schedule, as determined by the Developer and approved by the City on a "lowest responsible bidder or best value basis" depending on the number of bids received.

The contractor to whom a contract is awarded shall be required to pay not less than the prevailing rates of wages pursuant to Labor Code Sections 1770, 1773 and 1773.1. A current copy of applicable wage rates is available from the State Department of Industrial Relations.

The Developer shall provide the City with certified payrolls.

Notwithstanding the foregoing provisions, contract letting procedures that differ from the procedures in this Exhibit C shall be deemed to satisfy the Agreement if the Developer and the City Engineer agree in writing on such other contract letting procedures.


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 9, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Carlos Zepeda, Deputy Public Works Director

APPROVED BY: Scott Buenting, Acting Public Works Director/City Engineer 

SUBJECT: First Amendment to the Agreement with Terracare Associates for Landscape Maintenance Services

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Rescinding the prior first amendment approved by the City Council on August 22, 2022 to the Agreement with Terracare Associates for Landscape Maintenance Services;
2. Approving the first amendment to the agreement with Terracare Associates for Landscape Maintenance Services in the amount of \$258,444 for a total amount of \$6,305,674 attached as Exhibit "1" to the Resolution; and
3. Authorizing the Acting City Manager or designee to execute the first amendment in a form approved by the City Attorney.

FISCAL IMPACT

Adoption of this resolution will increase the contract amount by \$258,444 from \$6,047,230 to \$6,305,674. The fiscal year 2023/24 and fiscal year 2024/25 Operating Budgets include adequate funding within the SLLMD funds for Median and General Landscape, East Lone Tree Way zone (10-1) and within CFD 2018-01 Public Services. Funding for the additional years of the Agreement will be requested as part of the City's biennial budget process.

DISCUSSION

The City entered into an agreement with Terracare Associates for the maintenance of all the City's landscaped medians, right of ways, and trails on August 1, 2021, with a termination date of June 30, 2024, or an option to extend two additional years. Some of the services included within this agreement are tree and shrub pruning, weed removal, litter abatement, irrigation scheduling and repairs, as well as other related landscape services.

The City recently accepted two (2) new development phases, one at Aviano and another at Park Ridge. This first amendment to the Maintenance Services Agreement with Terracare Associates provides for regular maintenance of these additional landscaped areas within the City's medians and rights-of-way.

Staff recommends executing the first amendment to the Agreement to ensure that the City's landscaped rights-of-way, medians and trails continue to be maintained in a manner that is both safe and aesthetically pleasing to the residents of Antioch.

ATTACHMENTS

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2024/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH
TERRACARE ASSOCIATES FOR
LANDSCAPE MAINTENANCE SERVICES**

WHEREAS, the City entered into an agreement with Terracare Associates for the maintenance of all the City's landscaped medians, rights-of way, and trails on August 1, 2021, with a termination date of June 30, 2024, or an option to extend two additional years;

WHEREAS, the City recently accepted two (2) new development phases, one at Aviano and another at Park Ridge;

WHEREAS, this first amendment to the Agreement with Terracare Associates for landscape maintenance services provides for regular maintenance of these additional landscaped areas within the City's medians and right-of-way;

WHEREAS, the City Council has considered rescinding the prior first amendment approved by the City Council on August 22, 2022 to the Agreement with Terracare Associates for Landscape Maintenance Services; and

WHEREAS, the City Council has considered approving the first amendment to the agreement with Terracare Associates to ensure that the City's landscaped rights-of-way, medians and trails continue to be maintained in a manner that is both safe and aesthetically pleasing to the residents of Antioch.

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

1. Approves rescinding the prior first amendment approved by the City Council on August 22, 2022 to the Agreement with Terracare Associates for Landscape Maintenance Services;
2. Approves the first amendment to the agreement with Terracare Associates for Landscape Maintenance Services in the amount of \$258,444 for a total amount of \$6,305,674 attached as Exhibit "1"; and
3. Authorizes the Acting City Manager or designee to execute the first amendment in a form approved by the City Attorney.

* * * * *

RESOLUTION NO. 2024/**

January 9, 2024

Page 2

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 9th day of January 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

**AMENDMENT NO. 1 TO
MAINTENANCE SERVICES AGREEMENT FOR
LANDSCAPE MAINTENANCE SERVICES RFP NO. 988-0520-21A**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES RFP NO. 988-0520-21A is entered into as of this 9th day of January 2024, by and between the CITY OF ANTIOCH, a municipal corporation with its principal place of business at 200 H Street, Antioch California 94509 (“**City**”) and Terracare Associates (Terracare), with its principal place of business at 921 Arnold Drive, Martinez, CA 94553 (“**Contractor**”).

R E C I T A L S

WHEREAS, on June 23, 2021, the City and Contractor entered into a Maintenance Services Agreement for landscape maintenance services (“**Agreement**”) in the amount not to exceed **\$6,047,230 (six million forty-seven thousand two hundred thirty dollars)** for the original term of the agreement, ending on June 30, 2024, with the option to extend an additional two years (FY 2024/2025 and FY 2025/2026);

WHEREAS, the Agreement provides for daily landscape maintenance services throughout the City’s landscape medians, rights-of-way, and trails, as detailed in Exhibit “A” of the Agreement and the attachments thereto; and

WHEREAS, the City would like to expand landscape maintenance services at several locations, as described in the attachment “Exhibit A” of this First Amendment, within City medians and rights-of-way for an additional amount not to exceed **\$258,444** for the initial term of the Agreement, which shall include the same scope of services and schedule of services as detailed in Exhibit “A” of the original Agreement and the attachments thereto.

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

1. Section 3.1.1 of the Agreement, “General Scope of Services” shall be amended, in its entirety, to read as follows:

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 professional **Landscape Maintenance throughout the City’s landscaped medians, right-of-way, and trails and in addition throughout the new areas described in “Attachment A” of this First Amendment** as is necessary for the Project (“**Services**”). The Services are more particularly described in **Exhibit “A” to the First Amendment** attached hereto and incorporated herein by reference, and the attachments thereto. 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.

2. Section 3.3.1 of the Agreement, "Compensation" shall be amended, in its entirety, to read as follows:

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 "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed **\$6,305,674** without written approval of City Manager or Public Works Director. The not to exceed compensation amount is further detailed as follows, and in the attachments to this Agreement:

- a. Country Hills Dr and South side Laurel Road ROW Landscape Maintenance Services per exiting contract: total annual cost Twelve Thousand Five hundred four, \$12,504.
- b. Laurel Road North Side ROW Landscape Maintenance Services per existing contract: total annual cost Four Thousand Seven Hundred Forty. \$4,740.
- c. L St near Claudia Ct median Landscape Maintenance Service per existing contract: total annual cost: Three Thousand One Hundred Twenty, \$3,120.
- d. Slatten Ranch Rd near Hillcrest Ave median Landscape Maintenance Service per existing contract: total annual cost: Two Thousand Five Hundred Twenty, \$2,520.
- e. A St and Lone Tree Wy at HWY 4 median Landscape Maintenance Service per existing contract: total annual cost: Four Thousand Two Hundred, \$4,200.
- f. Auto Center Dr, Somersville Rd, and San Jose Dr median Landscape Maintenance Service per existing contract: total annual cost: Eleven Thousand Four Hundred, \$11,400.
- g. Prewett Ranch Rd and Heidorn Ranch Rd median Landscape Maintenance Service per existing contract: total annual cost: Four Thousand Eighty, \$4,080.
- h. Country Hills Dr and Laurel Rd medians Landscape Maintenance Service per existing contract: total annual cost: Seven Thousand Seven Hundred Fifty-Two, \$7,752.
- i. Sand Creek Rd medians and hardscape Landscape Maintenance Service per existing contract: total annual cost: Eight Thousand Nine Hundred Seventy-Six, \$8,976.
- j. Sand Creek Rd right-of-way and perimeters of basins Landscape Maintenance Services: total annual cost: Twenty-Six Thousand Eight

Hundred Fifty-Six, \$26,856.

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. Exhibit "A" of the original Agreement, "Scope of Services and Schedule of Services", shall be amended to include the additional landscape maintenance services throughout the areas as described in the quotes as set forth in "Exhibit A" attached to this First Amendment and incorporated herein by reference.
4. The recitals set forth above are true and correct and are incorporated into this First Amendment as if fully set forth herein.
5. This First Amendment shall be governed by the laws of the State of California. Venue shall be in Contra Costa County.
6. This First Amendment may be signed in counterparts, each of which shall constitute an original.
7. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[Signatures on following page]

**SIGNATURE PAGE
TO
AMENDMENT NO. 1 TO
MAINTENANCE SERVICES AGREEMENT
FOR
LANDSCAPE MAINTENANCE SERVICES BID NO. 988-0520-21A**

CITY OF ANTIOCH

TERRACARE ASSOCIATES

By: _____
Kwame P. Reed
Acting City Manager

By: _____
Brian Helgoe, CEO

ATTEST:

Elizabeth Householder,
City Clerk of the City of Antioch

APPROVED AS TO FORM:

Thomas Lloyd Smith
City Attorney

EXHIBIT "A" TO FIRST AMENDMENT

Additions to Exhibit "A" Scope of Services and Schedule of Services of the Agreement

The Scope of Work and Schedule of Services shall include the following:

2.

Terracare Associates

921 Arnold Drive * Martinez, CA 94553 * Phone (925)374-0060 * Fax (925)374-0065

Proposal & Agreement

To:	<u>City of Antioch</u>	Date:	<u>July 20, 2023</u>
	<u>1201 W. 4th Street</u>	Project:	<u>ROW Streetscapes on</u>
	<u>Antioch CA</u>		<u>Country Hills & Laurel Rd.</u>
	<u>Bryan Pitts</u>		<u>ZONE 259-4591</u>
			<u>Landscape Maintenance</u>

We propose to furnish all labor, equipment and material to perform the following:

1. Provide Landscape Maintenance Services per existing contract for the following locations:

-Streetscape on the East side of Country Hills Dr. from Laurel Rd. to 500' North of Carlow Way. Including only the area between curb and sidewalk.

-Streetscape on the West side of Country Hills Dr. from Laurel Rd. to 500' North of Carlow Way. Including only the area between curb and sidewalk.

-Streetscape on the south side of Laurel Road from Kirk lane to the Hwy 4 Entry Ramp. Including back of sidewalk to sound wall where there is sound wall, and back of sidewalk for approximately 8' where there is no sound wall.

Total Annual Cost for all areas above..... \$12,504

Customer acknowledges that Terracare Associates is not responsible for events beyond its control. Services shall be payable in full upon receipt of invoice. Quote valid for 60 days.

Respectfully Submitted,

Terracare Associates

Kris L. Dasso

Kris Dasso, Branch Manager

Acceptance	
City of Antioch	

Authorized Signature

Date



Terracare Associates

921 Arnold Drive * Martinez, CA 94553 * Phone (925)374-0080 * Fax (925)374-0065

Proposal & Agreement

To:	City of Antioch	Date:	July 20, 2023
	1201 W. 4th Street	Project:	CFD 2022-01 283-4503
	Antioch CA		Streetscape on N Side of Laurel Rd
	Bryan Pitts		Landscape Maintenance

We propose to furnish all labor, equipment and material to perform the following:

1. Provide Landscape Maintenance Services per existing contract for the following locations:

-Streetscape on the North side of Laurel Road from approximately 110' West of the "Trail Crossing" to the Hwy 4 Entry Ramp. Including back of sidewalk to sound wall where there is sound wall, and back of sidewalk for approximately 8' where there is no sound wall.

Total Annual Cost for all areas above..... \$4,740

Customer acknowledges that Terracare Associates is not responsible for events beyond its control.
Services shall be payable in full upon receipt of invoice. Quote valid for 60 days.

Respectfully Submitted,

Terracare Associates

Kris L. Dasso

Kris Dasso, Branch Manager

Acceptance
City of Antioch

Authorized Signature

Date

Terracare Associates

921 Arnold Drive * Martinez, CA 94553 * Phone (925)374-0080 * Fax (925)374-0065

Proposal & Agreement

To:	<u>City of Antioch</u> <u>1201 W. 4th Street</u> <u>Antioch CA</u> <u>Bryan Pitts</u>	Date:	<u>July 19, 2023</u>
		Project:	<u>City of Antioch Median and</u> <u>Streetscape on L Street</u> <u>near Claudia Court</u> <u>Landscape Maintenance</u>

We propose to furnish all labor, equipment and material to perform the following:

1. Provide Landscape Maintenance Services per existing contract for the following locations:

- Median on L Street between the "L Street Freeway Exit Ramp" and Claudia Court.
- Streetscape along the north side of the "L Street Freeway Exit Ramp" extending around the corner on L Street ending at Claudia Court.

Landscape Maintenance Services RFP 988-0520-21A.

Total Annual Cost for all areas above..... \$3,120

Customer acknowledges that Terracare Associates is not responsible for events beyond its control.
Services shall be payable in full upon receipt of invoice. Quote valid for 60 days.

Respectfully Submitted,

Terracare Associates

Kris L. Dasso

Kris Dasso, Branch Manager

Acceptance	
City of Antioch	

Authorized Signature

Date

d.

Terracare Associates

921 Arnold Drive * Martinez, CA 94553 * Phone (925)374-0060 * Fax (925)374-0065

Proposal & Agreement

To:	<u>City of Antioch</u> <u>1201 W. 4th Street</u> <u>Antioch CA</u> <u>Bryan Pitts</u>	Date:	<u>July 19, 2023</u>
		Project:	<u>City of Antioch Median and</u> <u>Streetscape on Slatten Ranch</u> <u>Road near Hillcrest Ave.</u> <u>Landscape Maintenance</u>

We propose to furnish all labor, equipment and material to perform the following:

1. Provide Landscape Maintenance Services per existing contract for the following locations:

- Median on Slatten Ranch Road from Hillcrest going east about 600'.
- Streetscape on South side of Slatten Ranch Rd. starting at Hillcrest Avenue going east about 600'.

Landscape Maintenance Services RFP 988-0520-21A.

Total Annual Cost for all areas above..... \$2,520

Customer acknowledges that Terracare Associates is not responsible for events beyond its control.
Services shall be payable in full upon receipt of invoice. Quote valid for 60 days.

Respectfully Submitted,

Terracare Associates

Kris L. Dasso

Kris Dasso, Branch Manager

Acceptance:	
City of Antioch	
Authorized Signature	Date



Terracare Associates

921 Arnold Drive * Martinez, CA 94553 * Phone (925)374-0060 * Fax (925)374-0065

Proposal & Agreement

To:	City of Antioch 1201 W. 4th Street Antioch CA Bryan Pitts	Date:	July 19, 2023
		Project:	City of Antioch Medians at Lone Tree Landscape Maintenance

We propose to furnish all labor, equipment and material to perform the following:

1. Provide Landscape Maintenance Services per existing contract for the following locations:

-One median on "A" Street n/o HWY 4 and one median on Lone Tree Way s/o of Hwy 4.

Landscape Maintenance Services RFP 988-0520-21A.

Total Annual Cost for all areas above..... \$4,200

Customer acknowledges that Terracare Associates is not responsible for events beyond its control.
Services shall be payable in full upon receipt of invoice. Quote valid for 60 days.

Respectfully Submitted,

Terracare Associates

Kris L. Dasso

Kris Dasso, Branch Manager

Acceptance	
City of Antioch	
Authorized Signature	Date

F.

Terracare Associates

921 Arnold Drive * Martinez, CA 94553 * Phone (925)374-0080 * Fax (925)374-0065

Proposal & Agreement

To:	City of Antioch 1201 W. 4th Street Antioch CA Bryan Pitts	Date:	July 19, 2023
		Project:	City of Antioch Medians and Streetscapes on Auto Center, Sommerville and San Jose Landscape Maintenance

We propose to furnish all labor, equipment and material to perform the following:

1. Provide Landscape Maintenance Services per existing contract for the following locations:
 - 3 Median islands on Sommersville/Auto Center Drive starting from Delta Fair Blvd. going north to Mahogany Way. Including a small triangle at the southeast corner of the intersection of Auto Center Drive and Mahogany Way.
 - Streetscape on the north side of San Jose Drive starting at the entrance to 2201 San Jose Drive going east to Vermont Lane.

Landscape Maintenance Services RFP 988-0520-21A.

Total Annual Cost for all areas above..... \$11,400

Customer acknowledges that Terracare Associates is not responsible for events beyond its control. Services shall be payable in full upon receipt of invoice. Quote valid for 60 days.

Respectfully Submitted,

Terracare Associates

Kris L. Dasso

Kris Dasso, Branch Manager

Acceptance	
City of Antioch	

Authorized Signature

Date

9.

Terracare Associates

921 Arnold Drive * Martinez, CA 94553 * Phone (925)374-0060 * Fax (925)374-0065

Proposal & Agreement

To: City of Antioch
1201 W. 4th Street
Antioch CA
Bryan Pitts

Date: July 31, 2023

Project: Medians 1002196
Medians on Prewett Ranch Rd
and Heidorn Ranch Rd
Landscape Maintenance

We propose to furnish all labor, equipment and material to perform the following:

1. Provide Landscape Maintenance Services per existing contract for the following locations:

-Median on Prewett Ranch Rd from Heidorn Ranch Rd West to Alvar loop.
and
-Median on Heidorn Ranch Rd from Prewett Ranch Rd south to Cole Ranch Lane.

Total Annual Cost for all areas above..... \$4,080

Customer acknowledges that Terracare Associates is not responsible for events beyond its control.
Services shall be payable in full upon receipt of invoice. Quote valid for 60 days.

Respectfully Submitted,

Terracare Associates

Kris L. Dasso

Kris Dasso, Branch Manager

Acceptance
City of Antioch

Authorized Signature

Date



Terracare Associates

921 Arnold Drive * Martinez, CA 94563 * Phone (925)374-0060 * Fax (925)374-0065

Proposal & Agreement

To:	City of Antioch 1201 W. 4th Street Antioch CA Bryan Pitts	Date:	July 20, 2023
		Project:	Medians 1002196 on Country Hills Drive and Laurel Road Landscape Maintenance

We propose to furnish all labor, equipment and material to perform the following:

1. Provide Landscape Maintenance Services per existing contract for the following locations:
 - Medians on Country Hills Dr. from Laurel Rd. to 300' South of Summit View Dr.
 - Medians on Laurel Road from Kirk lane to the Hwy 4 Entry ramp.

Total Annual Cost for all areas above..... \$7,752

Customer acknowledges that Terracare Associates is not responsible for events beyond its control.
Services shall be payable in full upon receipt of invoice. Quote valid for 60 days.

Respectfully Submitted,

Terracare Associates

Kris L. Dasso

Kris Dasso, Branch Manager

Acceptance	
City of Antioch	

Authorized Signature

Date

Terracare Associates

921 Arnold Drive * Martinez, CA 94553 * Phone (925)374-0060 * Fax (925)374-0065

Proposal & Agreement

To:	<u>City of Antioch</u>	Date:	<u>August 2, 2023</u>
	<u>1201 W. 4th Street</u>	Project:	<u>Medians and hardscape</u>
	<u>Antioch CA</u>		<u>on Sand Creek Road</u>
	<u>Bryan Pitts</u>		<u>Landscape Maintenance</u>

We propose to furnish all labor, equipment and material to perform the following:

1. Provide Landscape Maintenance Services per existing contract for the following locations:

-Medians on Sand Creek Road per map provide by City.

Approximately 3100 linear feet of medians including 2 long medians adjacent to retention basins and one median adjacent to Dozier-Libbey Medical High School.

Total Annual Cost for all areas above..... \$8,976

Customer acknowledges that Terracare Associates is not responsible for events beyond its control.
Services shall be payable in full upon receipt of invoice. Quote valid for 60 days.

Respectfully Submitted,

Terracare Associates

Kris L. Dasso

Kris Dasso, Branch Manager

Acceptance	
City of Antioch	

Authorized Signature

Date



Terracare Associates

921 Arnold Drive * Martinez, CA 94553 * Phone (925)374-0060 * Fax (925)374-0065

Proposal & Agreement

To:	<u>City of Antloch</u>	Date:	<u>August 7, 2023</u>
	<u>1201 W. 4th Street</u>	Project:	<u>CFD 2018-01 Public Services.</u>
	<u>Antloch CA</u>		<u>ROW on Sand Creek Road</u>
	<u>Bryan Pitts</u>		<u>and Perimeters of Basins</u>
			<u>Landscape Maintenance</u>

We propose to furnish all labor, equipment and material to perform the following:

1. Provide Landscape Maintenance Services per existing contract for the following locations:

-ROWs on the south side of Sand Creek Road per map provide by City.
Approximately 2800 linear feet of streetscape adjacent to retention basins
and other property.

-Landscape and hardscape areas around the perimeter of retention basins
south of Sand Creek Road per map provided by City.

Total Annual Cost for all areas above..... \$26,856

Customer acknowledges that Terracare Associates is not responsible for events beyond its control.
Services shall be payable in full upon receipt of invoice. Quote valid for 60 days.

Respectfully Submitted,

Terracare Associates

Kris L. Dasso

Kris Dasso, Branch Manager

Acceptance	
City of Antloch	

Authorized Signature

Date

**CITY OF ANTIOCH
MAINTENANCE SERVICES AGREEMENT
TERRACARE ASSOCIATES FOR
LANDSCAPE MAINTENANCE SERVICES**

1. PARTIES AND DATE.

This Agreement ("**Agreement**") is made and entered into this 23rd day of June, 2021 ("**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 **Terracare Associates**, a CORPORATION with its principal place of business at 2800 East 18th Street, Antioch CA 94509 ("**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 **Landscape Maintenance 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 **Landscape Maintenance Services RFP 988-0520-21A** 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 **Landscape 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 Term

The term of this Agreement shall be from **August 1, 2021 to June 30, 2024**, with the option to extend an additional two years (FY2024/2025 and FY 2025/2026), unless earlier terminated as provided herein. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement. Please see "Schedule of Services" attached as Exhibit "B," for proposed schedule.

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 the **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 **David Mortensen**, 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 Payment and Performance Security

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.

3.2.13.5 **Retention.** From each City-approved payment request, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All retention shall be released and paid to Contractor within thirty-five (35) calendar days of the end of the Agreement term or any extensions thereto subject to the following conditions. The Contractor shall request that the City's Representative or designee inspect all maintenance areas within thirty (30) business days prior to the expiration of the term of the Agreement. The City's Representative or designee shall inspect the maintenance areas with the Contractor to determine if the maintenance areas are in conformance with the requirements under this Agreement. If any corrections of deficiencies in the work are needed, Contractor must complete all corrections by the end of the Agreement term and prior to release of retention by the City. Should any maintenance areas requiring correction following expiration of the Agreement term, the City may make arrangements to have the corrections completed at the Contractor's sole cost and expense. The cost to complete such corrections will be deducted from the retention held by the City, and the balance, if any and subject to any other authorized withholdings, will be released to the Contractor. 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 **Six Million, Forty Seven Thousand, Two Hundred Thirty Dollars (\$6,047,230.00)** without written approval of City's Deputy Public Works Director over the 5-year contract term. 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:

Terracare Associates
David Mortensen
2800 East 18th Street
Antioch CA 94509

City:

Public Works Department
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 TERRACARE ASSOCIATES**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 23rd day of June 2021.

CITY OF ANTIOCH

Approved By:



Rowland E. Bernal Jr.
City Manager

Terracare Associates



Signature



Name

ATTEST:

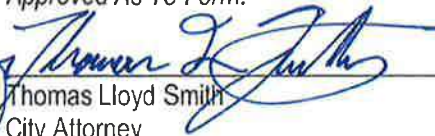


Elizabeth Householder
City Clerk



Title

Approved As To Form:



Thomas Lloyd Smith
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

2021 Landscape Maintenance Services
Request for Proposals

Page 7 of 77
City of Antioch

SECTION 2

SCOPE OF SERVICES

2.1 WORK GUIDANCE

All work to be done by any Proposer selected to perform the work outlined in this RFP shall be guided by this RFP and the City's Landscape Construction details.

A complete, preliminary copy of the City's Maintenance Service Agreement for Landscape Maintenance Services is attached to this RFP as Appendix A. The contract shall bind selected proposer to perform work in accordance with this RFP.

2.2 DESCRIPTION OF WORK EXPECTATIONS

All Proposers accept and confirm by submission of a signed proposal in response to this RFP, that work to be performed by the selected Contractor is comprised of general horticultural maintenance, irrigation operation and maintenance, and cleanup of landscape areas owned by the City of Antioch, as further designated in this RFP. Proposers understand that requirements may vary by location and season depending upon the type of landscaping.

City's expectations from selected Proposer include, but are not limited to:

Workmanship: All materials and workmanship shall be of a quality that is equal or superior to any similar work considered by Landscape Industry contractors to be best practice. All work completed by selected Contractor shall be subject to inspection prior to payment being authorized. All work shall be conducted in a manner that least interferes with operation and public usage of the landscaped facilities and adjacent streets and sidewalks.

Safety: All services, supplies and equipment must comply with the California Safety Division of Industrial Safety Orders and O.S.H.A. The Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable regulations of the State Department of Industrial Regulations. The Contractor's employees shall wear O.S.H.A. approved safety vests at all times during contract work.

Hazards and Vandalism: Any hazards or acts of vandalism shall be reported immediately to the City's Contract Manager or designee and then followed up in writing. Hazards such as broken tree limbs, erosion, potholes in grounds, standing water, ropes tied to tree limbs, excavations and unsecured material (such as wood, wire, metal, etc.) shall be remedied by the Contractor after approval is obtained from the City's Contract Manager. Hazards which create life-threatening situations or potential for bodily harm shall be remedied immediately by the Contractor.

Response: Selected Contractor will be required to be able to respond to any location with no more than a ninety (90) minute delay in response time during a regularly scheduled workday. Weekends and Holidays, Contractor shall respond to any location with no more than a four (4)

hour delay in response time. A communications system shall be in place which provides the City ability to contact the Contractor in an emergency twenty-four (24) hours a day, seven days a week. Failure to adequately respond can result in immediate termination of the remainder of the contract.

City Policy: Selected Contractor shall be aware of, and shall comply with, City ordinances governing landscape maintenance work and traffic control regulations during work, as applicable to individual locations being maintained.

Equipment Experience: Selected Contractor shall have direct experience in the use of Rainmaster DX2 and DX3 controllers and their respective central systems. As well as Weather Trak, Leit, and Irratrol controllers. Experience shall include programming, troubleshooting, field operation and equipment installation. In the event the Contractor's staff is not experienced and City Property is damaged as a result of the Contractor's inability, the Contractor shall be responsible for repair or replacement. City may require demonstration of such experience during selection process of this RFP, as outlined in Section 5, Proposer Experience and Operations Plan.

2.3 WORK LOCATION/SITE CHANGES

All locations for work to be contracted are identified in maps attached to this RFP as Appendix B, Landscape Maintenance Area Maps. Additionally, locations are identified in Section 4.2 Street Lighting and Landscape District (SLLD) Landscape Maintenance Street Locations List

Proposers should note that the City does not currently have complete information regarding the irrigation and square footage of all landscape areas as referenced in this RFP. It is Proposer's responsibility to ensure that necessary site visits are made in order to collect adequate information to submit a Proposal that includes all maintenance as described in this RFP.

Proposers acknowledge that the City reserves the right to add, delete, or change locations under resulting contract for work, and may do so upon written notification to the Contractor. Any changes in contract scope of work that result in an increase or reduction in cost shall be adjusted based on negotiation between City and Contractor. City expects cost negotiations to be guided by Monthly Maintenance Price Schedule and/or Unscheduled (Extra) Work Unit Price Schedule as submitted in Section 4, Cost Schedule.

2.4 COMMENCEMENT OF WORK

Proposers acknowledge that submittal of proposals does not constitute any acceptance of work by the City. Additionally, the receipt of award of contract to any Proposer shall not constitute any authority to enter upon sites for work and begin landscape maintenance services. Work shall commence only upon formal execution of a contract between the City and Contractor, and a written notice to proceed from the City's Contract Manager to Contractor.

The City seeks to make selection of a Contractor and execute a contract for Landscape Maintenance Services by July 1, 2021. Proposers acknowledge that they are prepared to execute

a contract and begin prosecuting work within this time. Any proposer unable to meet this timeframe shall not be considered for award.

In the event the selected Contractor fails to adequately perform Landscape Maintenance Services to standards identified in this RFP and as appended to the executed contract, the City reserves the right to remove individual sites from the contract and/or terminate the contract. Additionally, the City reserves the right to enter into additional contracts for Landscape Maintenance Services should the selected Contractor not meet City standards.

2.5 TERM OF AGREEMENT

Any contract resulting from a submitted Proposal shall be a three (3) year contract starting July 1, 2021. If mutually agreeable to both parties, the resulting contract may be extended for an additional two (2) year term for a total of five (5) years. If agreed upon, this contract would then expire on June 30, 2026.

Failure of the Contractor to diligently execute the work as defined herein will be considered as grounds for termination of the contract.

Failure to provide an adequate work force to execute the scope of the contract shall be considered as grounds for termination of the contract.

The contract may be terminated by the City upon thirty (30) calendar days prior written notice addressed to the last known address of the Contractor. In the event of such termination, the Contractor shall be paid for all work successfully completed up to the effective date of such termination.

2.6 MONTHLY MAINTENANCE TASKS

Proposals shall include a bid for Monthly Maintenance Costs and a Total Maintenance cost for each location listed in Section 4, Cost Schedule. The Total Maintenance Cost shall assume a sixty (60) month term, extending from July 1, 2021, through June 30, 2026.

Each bid for Monthly Maintenance Costs shall include all equipment, labor, materials, and associated costs to perform monthly maintenance tasks to the specifications described in Section 4.4, Monthly Maintenance Items & Task Frequency. Each area listed in Section 4.3, Monthly Maintenance Price Schedule corresponds to the landscape maintenance areas as identified in Appendix C, Landscape Maintenance Area Maps. Proposers are encouraged to inspect in person each landscape section identified in the Appendix C, Landscape Maintenance Area Maps in order to adequately prepare a cost proposal.

Proposers acknowledge total bid grand total includes any and all inspection and management of the described sites for compliance with the standards as described in Section 4.4, Monthly Maintenance Items & Task Frequency.

2.7 UNSCHEDULED (EXTRA) WORK ITEMS

Proposers shall submit bid prices for each unscheduled (extra) work items listed in Section 4, Cost Schedule, as itemized and further described in Section 4.6, Unscheduled (Extra) Work Unit Price Schedule. Said prices shall include all materials, labor and equipment necessary to perform such unscheduled (extra) work items. The unit prices listed for unscheduled (extra) work items shall be in effect for the duration of any contract executed with the selected Contractor.

Proposers understand that not all possible unscheduled (extra) work items can be foreseen and provided line item, unit cost bid requests. As such, Proposers acknowledge that any work required outside of unscheduled (extra) work items in the Cost Schedule shall be negotiated between the City and Contractor in a written "not to exceed" estimate format.

The selected Contractor is expected to perform any and all unscheduled (extra) work upon request and/or approval from the City in a timely manner.

2.8 SUBCONTRACTORS

Proposers requiring the provision of additional services from subcontractors acknowledge that all proposed subcontractors shall adhere to the same standards of work as described in this RFP. Proposers further acknowledge that the selected Contractor shall be required to perform, with the Contractor's own organization and employees, not less than fifty percent (50%) of the value of all work conducted under executed contract.

Any Proposer submitting bids for work that includes the use of subcontractors shall additionally submit a filled out Section 5.4, Designation of Subcontractors.

2.9 ADDITIONAL CONTRACT PROVISION

Further special provisions guiding the execution of a contract for Landscape Maintenance Services are fully described in Appendix D, Additional Contract Provisions. The additional provisions as described in Appendix D include items such as Prevailing Wage, Payroll Records, Traffic Management, Regulations of Work, Payment, and other additional special provisions. Proposers' attention is directed to review of these Additional Contract Provisions, as they will be made part of the contract to be executed by the selected Contractor.

4.4 MONTHLY MAINTENANCE TASK ITEMS

Trees, Shrubs and Planting Area Maintenance:

a) **Tree Pruning:**

Pruning of city trees shall be performed as needed to: (1) raise the lower branches of trees above vehicle obstruction height 14 feet minimum wherever they overhang medians and roadways; (2) where they encroach onto walkways and paved areas 9 feet minimum; (3) to remove suckers, water sprouts, and other undesirable growth on trees; (4) to remove all dead or damaged branches; and branches that are rubbing on walls and fences; (5) to eliminate any visibility obstructions at corners or intersections, (6) to clear obstructions of traffic signals. On slopes/hills all lower tree limbs shall be raised to a 7 feet minimum from ground level.

All pruning shall be done by qualified professional personnel using the Western Chapter of the International Society of Arboriculture pruning standards, approved methods and techniques. Excessive pruning, stubbing back, or topping will not be permitted. All pruning cuts shall be made beyond, and close to, the branch collar ring. Trees shall be cleanly cut with no tearing of the bark. Trees shall be allowed to take their natural shape whenever possible. The Contractor shall provide replacement trees, at Contractor's expense, if trees are "topped" or if the Western Chapter of the International Society of Arboriculture pruning standards are not met. The replacement tree(s) shall be replaced in size and kind of the damaged tree unless otherwise directed by the City's Contract Manager.

The selected Contractor should understand that the City will reserve the right to contract separately for costs associated with tree pruning.

Contractor may be called upon to respond for emergency removal of any down limb(s) and/or tree from the landscape areas during regular business hours.

b) **Shrub Pruning:** The following shrubs shall be pruned one time per year as directed by the Contract Manager to a height of 6" above the base of the plant of the finished grade:

- Dietes
- Hemerocallis
- Pennisetum- Shall be pruned every February without direction.
- Salvia

Pruning of other shrubs shall be performed three times per year to shape, particularly to correct miss-shaping. Shrub pruning shall be included on the Draft/Initial Schedule of Duties as required in Section 5.8.

Pruning of shrubs shall be performed to: (1) raise the lower branches of shrubs above vehicle obstruction height wherever they overhang medians and roadways; (2) where they encroach onto the walkways and paved areas; (3) remove suckers, water sprouts, and other undesirable growth on shrubs; (4) remove all dead or damaged branches; and branches that are rubbing on walls and fences; (5) eliminate any visibility obstructions at corners or intersections.

Shrubs shall be pruned to insure proper growth and control. All pruning shall be done by qualified professional personnel using approved methods and techniques. Shrubs shall be cleanly cut with no tearing of the bark. Shrubs are to be allowed to take their natural shape whenever possible. The Contractor shall provide replacement shrubs, at Contractor's expense, if shrubs are damaged.

- c) **Tree Staking:** The Contractor shall maintain existing stakes, ties and protective devices providing replacements at all times during the entire contract term, on all young trees until such time as they are no longer needed for support. The Contractor shall remove the stakes at this time, at no additional cost. Special care shall be taken to avoid any damage to tree trunks or branches by ties and stakes. Staked trees shall be inspected as needed to prevent such damage. The Contractor shall replace any plant material damaged due to negligence and/or lack of proper inspection at the Contractor's cost.

Trees shall be tied to stakes using only two broad ties of flexible material unless the Contractor obtains prior approval by the City's Contract Manager to use an optional method.

- d) **Planting Area Fertilization:** Fertilizer shall be applied three (3) times per year in March, June and October. Fertilizer shall be homogenized time-release pellet type, containing 15% nitrogen 15% phosphorus, and 15% potassium by weight or as directed/approved by the City's Contract Manager. Each application shall be at a rate of four (4) pounds per one thousand (1,000) square feet. Proposers shall include the annual fertilization schedule on the **Draft/Initial Schedule of Duties** as required in Section 5.8. City will provide all fertilizer. Contractor will provide the City an estimated quantity needed at least 30 days before application time and specify the intended spread rate based upon the product label.

All fertilizers shall be watered into the soil within three days of applications. Where drips systems exist, the fertilizer shall be watered into the soil within three days of application, using a hose if necessary or water truck if necessary. The Contractor may use dissolvable fertilizer tablets deposited in the wye-filter with prior approval of the Contract Manager. The Contractor shall use tablets produced for this type of application and with the NPK values stated in this subsection "h".

The City's Contract Manager shall require fertilizer spread rate and product label prior to applications and may require the Contractor to deposit empty fertilizer bags at a predetermined location to verify composition and rate of application. Contractor shall insure that no fertilizer is spread onto non landscape areas. Fertilizer that lands on sidewalks, streets, gutters, or hardscapes shall be cleaned up immediately. At no time shall fertilizer be allowed to enter the City's storm drain system.

- e) **Weed Control:** The landscaped areas shall be kept free of weeds at all times during the entire term of the contract. Weeding may be done manually or by use of selective weed killers as recommended by a Pest Control Advisor. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If a chemical application is used it shall only be done in accordance with County, State and Federal Pesticide/Hazardous Chemical regulations.

Should damage to plants occur, the contractor shall replace those plants no cost to the City. Contractor shall provide the City a monthly pesticide application use report by the 10th of each month for the previous month's herbicide applications, no exceptions. Failure to do so may lead to termination of contract.

Weeds which reach a height of 4 inches or more shall be manually removed or hand pulled. Chemical spraying shall not be permitted for weeds exceeding 4" in height. All weed debris shall be removed from the area.

Groundcover and Vine Maintenance

- f) **Groundcover and Vine Pruning:** Groundcovers and vines shall be pruned one (1) time per year and shall be included on the Draft/Initial Schedule of Duties as required in Section 5.8.

Vines shall be pruned to within four (4) inches of the face and top of the sound wall, as directed by the Project Manager. Ground cover and vines shall be kept from growing onto or into trees.

Hypericum shall be mown one (1) time in February, to a height of three (3) inches. The mower shall be sharp; tearing or shredding of stems will not be allowed. Contractor shall replace damaged material at their cost.

- g) **Groundcover and Vine Edging:** Groundcovers and vines shall be edged two (2) times per month, along sidewalks, mow strips and edges between groundcover and other plant material types throughout the contract term. Proposers shall include a groundcover and vine edging schedule on the Draft/Initial Schedule of Duties as required in Section 5.8.

Vines shall be edged/pruned at the bottom of the soundwall to eliminate horizontal growth into planting areas, as directed by the City's Contract Manager. Extreme care shall be taken to protect vine bases and shrubs, replacement for vines or shrubs damaged due to contractor's activities shall be the Contractor's responsibility.

- h) **Groundcover and Vine Fertilization:** Fertilizer shall be applied three (3) times per year in March, June and September and shall be indicated on the Draft/Initial Schedule of Duties as required in Section 5.8. Fertilizer shall be homogenized time-release pellet type, containing 15% nitrogen 15% phosphorus, and 15% potassium by weight or as directed/approved by the City's Contract Manager. Each application shall be at a rate of four (4) pounds per one thousand (1,000) square feet. The Landscape Contractor shall provide an annual fertilization schedule to be approved by the City's Contract Manager. City will provide all fertilizer. Contractor will provide the City an estimated quantity needed at least 30 days before application time and specify the intended spread rate based upon the product label.

All fertilizers shall be watered into the soil within three days of applications. Where drips systems exist, the fertilizer shall be watered into the soil within three days of application, using a hose if necessary or water truck if necessary. The Contractor may use dissolvable fertilizer tablets deposited in the wye-filter with prior approval of the Contract Manager. The Contractor shall

use tablets produced for this type of application and with the NPK values stated in the above paragraph.

The City's Contract Manager may require the Contractor to deposit empty fertilizer bags at a predetermined location to verify composition and rate of application.

- i) **Weed Control:** The landscaped areas shall be kept free of weeds at all times during the entire term of the contract. Weeding may be done manually or by use of selective weed killers as recommended by a Pest Control Advisor. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If a chemical application is used it shall only be done in accordance with County, State and Federal Pesticide/Hazardous Chemical regulations. Should damage to plants occur, the contractor shall replace those plants no cost to the City. Contractor shall provide the City a monthly pesticide application use report by the 10th of each month for the previous month's herbicide applications, no exceptions. Failure to do so may lead to termination of contract.

Weeds which reach a height of 4 inches or more shall be manually removed or hand pulled. Chemical spraying shall not be permitted for weeds exceeding 4" in height. All weed debris shall be removed from the area.

Grounds Maintenance:

Disposal Site – The City will provide to the contractor, a disposal site within twelve miles of the work locations.

- j) **Litter Removal in Landscaped area:** Landscaped areas shall be kept free of all litter, i.e. paper, rubbish and debris, at a minimum of two times per month during the entire contract term. No debris shall be blown onto roadways or walkways.

In Mitigation areas, enclosures shall be considered planting areas and shall be kept free of litter at a minimum of one time per week. Where enclosures do not exist, maintained wells are considered to be a 3' diameter circle from the center point of the plant.

All mulch, bark and decomposed granite shall be kept within the planter area, and clean from walks and gutters.

Any hazardous material or unusual and/or unknown materials shall be reported to the City at 925-779-6950

- k) **Litter Removal in Concrete, Paved, Decomposed Granite & Rock Blanket areas:** Sidewalks, curbs, gutters, pavers, paved areas, decomposed granite (dg) and rock blanket areas adjacent or within the site shall be kept free of all litter, i.e. paper, rubbish and debris, as needed during the entire contract term. No debris or cuttings shall be blown onto roadways or walkways.

- l) **Cuttings and Trimmings Removal:** All cuttings, trimmings and leaf debris shall be removed from the sites upon cutting or trimming, during the entire contract term. No debris or cuttings shall be blown onto roadways or walkways. All organic materials and debris collected during landscape maintenance activities (green waste), including grass clippings, leaves, and shrub and tree trimmings, shall not be sent to a landfill. Disposal Site – The City will provide to the contractor, a disposal site within twelve miles of work locations.
- m) **Weed Control in Concrete, Paved, Decomposed Granite & Rock Blanket areas:** Sidewalks, curbs, gutters, pavers, paved areas, decomposed granite (dg) and rock blanket areas adjacent or within the site shall be kept free of weeds at all times during the entire term of the contract. Weeding may be done manually or by use of selective weed killers as recommended by a Pest Control Advisor. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If chemical application is used, it shall only be done in accordance with State and Federal Pesticide/Hazardous Chemical regulations. Should damage to plants occur, the contractor shall replace those plants at no cost to the City.
- Weeds which reach a height of 4 inches or more shall be manually removed or hand pulled. Chemical spraying shall not be permitted for weeds exceeding 4" in height. All weed debris shall be removed from the area.
- In some cases, the area to be kept free of weeds is vacant land that may contain uneven ground and/or deleterious materials which requires chemical applications at the appropriate times to minimize difficult mechanical removal. The contractor shall be responsible for weed control or removal at all times.
- n) **Median(s) Weed Control:** The entire median(s) shall be kept free of weeds, nose to nose, curb to curb, including the planting areas and all hardscaped areas at all times during the entire contract term. Weeding may be done manually or by use of selective weed killers as recommended by a Pest Control Advisor. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If a chemical application is used it shall only be done in accordance with State and Federal Pesticide/Hazardous Chemical regulations. Should damage to plants occur, the contractor shall replace those plants at no cost to the City. Contractor shall provide the City a copy of its monthly pesticide application use report by the 10th of each month for the previous month's herbicide applications, no exceptions. Failure to do so may lead to termination of contract. Weeds which reach a height of 4 inches or more shall be manually removed or hand pulled. Chemical spraying shall not be permitted for weeds exceeding 4" in height. All weed debris shall be removed from the area.
- o) **Median(s) Litter Removal:** The entire median(s) shall be cleared of all litter, i.e. paper, rubbish and debris, two (2) time per month during the entire contract term, and kept clear of most litter at all times. Median(s) shall be swept and kept free of debris, rocks, glass, leaves, and signs. Any drainage inlets adjoining a landscaped median section shall be kept free of debris, rocks, glass, soils, and any deleterious materials that will impede water flow. No blowers shall be used to clean the median(s). All debris shall be removed from the area. No debris shall be blown onto roadways or walkways.

- p) **Weed abatement:** In lots or open spaces as specified and described in this contract. Contractor shall mow or weed eat all weeds to a height of four inches (4") or less one (1) time per year in conjunction with fence line clearing. Weed abatement shall occur during the month of May or as directed. All slash or weed material shall be removed. Tree wells shall be kept free of weeds at all times. The tree well shall be considered the drip line of the specific tree.

Weed abatement is required for projects that contain open space that is unimproved.

Fence lines shall be cleared of weeds one (1) time per year in conjunction with Weed Abatement. Weed removal may be done manually. Weed control may be done by use of selective weed killers as recommended by a Pest Control Advisor provided the weeds do not reach a height of 4" or greater. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If chemical application is used, it shall only be done in accordance with State and Federal Pesticide/Hazardous Chemical regulations. Should damage to plants occur, the contractor shall replace those plants at no cost to the City. All weed debris shall be disposed of at the Contractor's expense.

- q) **Fungus, Disease, Rodent and/or Insect Infestation Control:** It shall be the Contractor's responsibility to keep all landscape areas specified and described in this contract free of fungus, disease, rodents and/or insects at all times. Any pesticides used must be on the State Department of Agriculture's approved list. All pesticides used shall be recommended by a qualified Pest Control Advisor (PCA). The PCA may either be a sub-contractor consultant to the Contractor, or be on the Contractor's staff. If on Contractor's staff, proof of qualifications shall be provided for as detailed in Section 5.4, Employee/Staff Experience and Qualifications.

The Contractor shall meet all government agency requirements for storage, use, disposal and record keeping at all times. The contractor shall have all the current, valid permits and licenses legally required before any pesticides are used. The Contractor shall maintain pesticide labels and Material Safety Data Sheets (MSDS) for all chemicals used at the sites. Storage site inspections, MSDS, permits, and licenses shall be available for review at any time by the City. Contractor shall provide the City a copy of its monthly pesticide application use report by the 10th of each month for the previous month's herbicide applications, no exceptions. Failure to do so may lead to termination of contract.

The City's Contract Manager shall be notified 48 hours prior to the expected date of application of any pesticides. Pesticides must be brought to the work site in the original manufacturer's container and be properly labeled with guarantee analysis. All spraying shall be done with extreme care to avoid over spray and any hazard or damages to any person, pet or adjacent property area. The Contractor shall be responsible for restitution and/or repair of any hazard or damage.

In Mitigation areas, enclosures shall be considered planting areas. Mitigation/plant enclosures shall be maintained to protect plant material from rodent or animal damage, as per original

installation specifications. Where enclosures do not exist, maintained wells are considered to be a 3' diameter circle from the center point of the plant.

- r) **Irrigation Management and Repairs:** The selected Contractor will be solely responsible for the maintenance and proper operation of all irrigation systems as well as "minor" irrigation repairs from all lateral lines up to the top of the sprinkler head. Minor irrigation repairs include the following: adjustment of height and direction of Irrigation heads, lateral line repairs, valve repairs, replacement of spray nozzles, washer, broken risers, solenoids and other small parts. Minor repairs shall be made as encountered by crews in the field or as directed by the City's Contract Manager or designee. Responsibility for minor repairs shall include, but not be limited to, all required maintenance and repairs due to vandalism, accidents, and "acts of God." Full compensation for irrigation maintenance, adjustments and minor repairs shall be considered as included in the **Monthly Maintenance Cost & Bid Grand Total** as required in **Section 4.3 Monthly Maintenance Price Schedule**. Monthly inspections shall be performed of all irrigation systems and the City's Contract Manager shall be notified within 24 hours of any and all irrigation problems. Repairs to correct irrigation problems shall be performed within 48 hours of notification/discover of irrigation problems. If repairs are not made within 48 hours, the City's Contract Manager may outsource the needed repairs and deduct the billable amount from the monthly billing for that landscaped section or assess Liquidated Damages and deduct from monthly invoice payment. All irrigation parts will be provided by the City to the Contractor. A material request list will be submitted to the City by the Contractor detailing the parts and quantities as well as the SLD zone or median where the materials will be used. The City will provide an irrigation material requisition form in PDF to the Contractor for the purpose of any and all requests. Crews must use this form when requesting materials.

Major Unscheduled Irrigation Repairs

The selected Contractor shall be responsible for all "major" damage, repair, and extra work of all irrigation systems. Major repairs/extra work include but are not limited to the following: accidents, vandalism, mainline repairs, replacement of valves, height adjustment to valve boxes and quick couplers, and irrigation wire repairs. All costs for repair shall be invoiced based on unit costs for labor as provided in **Section 4.5 Unscheduled (Extra) Work Unit Price Scheduled**.

The selected Contractor shall adjust automatic controller programs at all times for seasonal water requirements. The Contractor shall keep all irrigation heads clean of flow impediments, and adjusted properly at all times. The Contractor shall monitor the irrigation system and advise the Contract Manager of needed repairs. Damages to plant material due to the Contractor's lack of performance in accordance with these specifications shall be the responsibility of the Contractor.

The Contractor shall keep all the controller enclosures free of debris and pests (slugs, ants, spiders, etc.) at all times. Any resultant damage due to the Contractor not meeting this specification will be the responsibility of the Contractor.

The City primarily operates a Rainmaster Laguna Oasis central irrigation system. This system is currently operable in a number of locations. Bidder shall verify locations during the proposal process.

All controllers and enclosures shall be serviced monthly which includes:

- All station test/system check
- Monitoring of systems to ensure station optimization
- Battery replacement (if needed)
- Cabinet clean up

The Contractor shall have sole responsibility for managing the irrigation of these sites as described in these special provisions.

At any time the City reserves the right to direct the contractor to operate any field unit Node and Dig in a standalone mode. The Contractor shall assume responsibility to operate and manage the irrigation system upon notification as described in these specifications.

The Contractor shall replace the batteries as needed and be compensated in accordance with the unit price as indicated in the bid. If the Contractor uses a non-rechargeable battery and causes damage to any controller the Contractor shall replace or repair the controller at the Contractor's expense.

s) Irrigation Testing and Programming

Irrigation programming shall be the responsibility of the Contractor and may be directed by the City's Contract Manager to maintain proper growth. Irrigation shall be applied at hours that will ensure traffic and access is not disturbed. Watering shall be controlled to prevent runoff, ponding, and overwatering.

The Contractor shall insure that irrigation system operations shall be performed according to City local water agency and district policies and ordinances. These policies may regulate day of week, frequency, and/or time of day watering. It is the Contractor's responsibility to water within these policies. Contractor shall perform a Monthly Irrigation Systems Check of all the irrigation systems maintained under this contract. At a minimum, a monthly irrigation system check consists of the following: Activate all remote-control valves, flush lines, repair of water line breaks and equipment malfunctions, adjustment or replacement of sprinkler heads and nozzles to ensure proper water delivery to landscaped areas.

Manual watering may be necessary to maintain a healthy landscape. Hoses, nozzles and sprinklers for manual watering shall be provided by the Contractor. Manual watering which is necessary due to the Contractor's inability to repair the irrigation system shall be at the Contractor's expense. Manual watering which is necessary due to the Contractor's inability to repair the Irrigation system due to situations outside of the Contractor's control may be considered extra work and compensation may be made on a time and material basis. The City reserves the right to make the determination of situations outside Contractor's control at City's sole discretion.

The Contractor shall be responsible to field monitor the water application and recommend irrigation program modifications to the Contract Manager. The Contractor shall be responsible for troubleshooting all field-related equipment problems, identifying field-related program problems, identifying program adjustments needed to meet responsible water applications parameters and for all field-related repair work.

t) Trail Maintenance

The selected contractor shall be solely responsible for the trail maintenance. Trim trees and shrubs twice a year. Weed control to be performed in landscape areas at all times. Weed Control in open spaces shall be once a year. Ground cover and vine pruning shall be one time a year. Weed control shall be five (5) feet on both sides of trail at all times. Irrigation repairs as directed.

EXHIBIT "B" **SCHEDULE OF SERVICES**

LANDSCAPE
MAINTENANCE SERVICES -
City of Antioch

**DRAFT/INITIAL
SCHEDULE OF
DUTIES**

Antioch R.O.W. and Medians Task Frequency Planning Calendar

Task Frequency Sheet	1 - 251-4511 ROW	2 - 251-4512 ROW	3 - 251-4513 ROW	4 - 251-4514 ROW	5 - 252-4521 ROW	6 - 253-4531 ROW	7 - 254-4541 ROW
Trees, Shrubs, and Planting Area Maintenance:							
a. Tree pruning as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
b. Shrub pruning three times per year and as needed	March/June/Sept and as needed	March/June/Sept and as needed	March/June/Sept and as needed	March/June/Sept and as needed	March/June/Sept and as needed	March/June/Sept and as needed	March/June/Sept and as needed
c. Tree staking as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
d. Planting area fertilization three times per year, March, June, and Oct.	March/June /Oct	March/June /Oct	March/June /Oct	March/June /Oct	March/June /Oct	March/June /Oct	March/June /Oct
e. Weed control at all times	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed
Groundcover and Vine Maintenance:							
f. Groundcover and vine pruning one time per year	April	April	April	April	April	April	May
g. Groundcover edging two times per month	1st and 3rd week of each Month	1st and 3rd week of each Month	1st and 3rd week of each Month	1st and 3rd week of each Month	1st and 3rd week of each Month	1st and 3rd week of each Month	1st and 3rd week of each Month
h. Groundcover and vine fertilization three times per year, March, June, and Oct.	March/June /Oct	March/June /Oct	March/June /Oct	March/June /Oct	March/June /Oct	March/June /Oct	March/June /Oct
i. Weed control at all times	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed
Grounds Maintenance:							
j. Landscaped area litter removal two times per month	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed
k. Litter removal in paved, DG, and rock blanket areas two times per month	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed
l. Cuttings and trimmings removal daily as needed	Daily	Daily	Daily	Daily	Daily	Daily	Daily

Antioch R.O.W. and Medians Task Frequency Planning Calendar

Task Frequency Sheet	1 - 251-4511 ROW	2 - 251-4512 ROW	3 - 251-4513 ROW	4 - 251-4514 ROW	5 - 252-4521 ROW	6 - 253-4531 ROW	7 - 254-4541 ROW
m. Weed control in paved, DG, and rock blanket areas at all times	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
n. Median(s) weed control at all times	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
o. Median(s) litter removal two times per month	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed
p. Weed abatement one time per June	June	June	June	June	June	June	June
q. Fungus, disease, rodent, and/or insect infestation control at all times	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
r. Irrigation management at all times	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed
s. Irrigation testing monthly and programming as needed	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
t. Irrigation main line repair and valve replacement as needed	Extra Work upon approval	Extra Work upon approval	Extra Work upon approval	Extra Work upon approval	Extra Work upon approval	Extra Work upon approval	Extra Work upon approval
Trail Maintenance for trails within each SLID							
u. Trim Trees and Shrubs twice a year	May / Aug	May / Aug	May / Aug	May / Aug	May / Aug	May / Aug	May / Aug
v. Weed Control in landscape areas at all times	Monthly and as needed	Monthly and as needed	Monthly and as needed	Monthly and as needed	Monthly and as needed	Monthly and as needed	Monthly and as needed
w. Weed Control in open spaces and trails one time per year	June	June	June	June	June	June	June
x. Ground cover and vine pruning one time per year	May	May	May	May	May	May	May
y. Weed Control five feet both sides of trail at all times	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
z. Irrigation Repairs as needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed

Antioch R.O.W. and Medians Task Frequency Planning Calendar

Task Frequency Sheet	8 - 254-4542 ROW	9 - 254-4544 ROW	10 - 255-4331 ROW	11 - 256-4561 ROW	12 - 256-4562 ROW	13 - 256-4563 ROW	14 - 256-4564 ROW
Trees, Shrubs, and Planting Area Maintenance:							
a. Tree pruning as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
b. Shrub pruning three times per year and as needed	March/June/Sept and as needed	March/June/Sept and as needed	March/June/Sept and as needed	March/June/Sept and as needed	March/June/Sept and as needed	March/June/Sept and as needed	March/June/Sept and as needed
c. Tree staking as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
d. Planting area fertilization three times per year, March, June, and Oct.	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct
e. Weed control at all times	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed
Groundcover and Vine Maintenance:							
f. Groundcover and vine pruning one time per year	May	May	May	May	May	May	May
g. Groundcover edging two times per month	1st and 3rd week of each Month	1st and 3rd week of each Month	1st and 3rd week of each Month	2nd and 4th week of each month	2nd and 4th week of each month	2nd and 4th week of each month	2nd and 4th week of each month
h. Groundcover and vine fertilization three times per year, March, June, and Oct.	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct
i. Weed control at all times	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed
Grounds Maintenance:							
j. Landscaped area litter removal two times per month	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed
k. Litter removal in paved, DG, and rock blanket areas two times per month	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed
l. Cuttings and trimmings removal daily as needed	Daily	Daily	Daily	Daily	Daily	Daily	Daily

Antioch R.O.W. and Medians Task Frequency Planning Calendar

Task Frequency Sheet	8 - 254-4542 ROW	9 - 254-4544 ROW	10 - 255-4551 ROW	11 - 256-4561 ROW	12 - 256-4562 ROW	13 - 256-4563 ROW	14 - 256-4564 ROW
m. Weed control in paved, DG, and rock blanket areas at all times	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
n. Median(s) weed control at all times	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
o. Median(s) litter removal two times per month	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed
p. Weed abatement one time per	June	June	June	June	June	June	June
q. Fungus, disease, rodent, and/or insect infestation control at all times	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
r. Irrigation management at all times	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed
s. Irrigation testing monthly and programming as needed	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
t. Irrigation main line repair and valve replacement as needed	Extra Work upon approval	Extra Work upon approval	Extra Work upon approval	Extra Work upon approval	Extra Work upon approval	Extra Work upon approval	Extra Work upon approval
Trail Maintenance for trails within each SLO							
u. Trim Trees and Shrubs twice a year	May / Aug	May / Aug	May / Aug	May / Aug	May / Aug	May / Aug	May / Aug
v. Weed Control in landscape areas at all times	Monthly and as needed	Monthly and as needed	Monthly and as needed	Monthly and as needed	Monthly and as needed	Monthly and as needed	Monthly and as needed
w. Weed Control in open spaces and trails one time per year	June	June	June	June	June	June	June
x. Ground cover and vine pruning one time per year	May	May	May	May	May	May	May
y. Weed Control five feet both sides of trail at all times	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
z. Irrigation Repairs as needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed

Antioch R.O.W. and Medians Task Frequency Planning Calendar

Task Frequency Sheet	15 - 256-4565 ROW	16 - 256-4566 ROW	17 - 256-4568 ROW	18 - 256-4569 ROW	19 - 256-4572 ROW	20 - 259-4591 ROW	21 - 1002196 (Medians)
Trees, Shrubs, and Planting Area Maintenance:							
a. Tree pruning as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
b. Shrub pruning three times per year and as needed	March/June/Sept and as needed	March/June/Sept and as needed	March/June/Sept and as needed	March/June/Sept and as needed	March/June/Sept and as needed	March/June/Sept and as needed	March/June/Sept and as needed
c. Tree staking as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
d. Planting area fertilization three times per year, March, June, and Oct.	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct
e. Weed control at all times	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed
Groundcover and Vine Maintenance:							
f. Groundcover and vine pruning one time per year	June	June	June	June	June	June	June
g. Groundcover edging two times per month	2nd and 4th week of each month	2nd and 4th week of each month	2nd and 4th week of each month	2nd and 4th week of each month	2nd and 4th week of each month	2nd and 4th week of each month	2nd and 4th week of each month
h. Groundcover and vine fertilization three times per year, March, June, and Oct.	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct
i. Weed control at all times	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed
Grounds Maintenance:							
j. Landscaped area litter removal two times per month	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed
k. Litter removal in paved, DG, and rock blanket areas two times per month	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed
l. Cuttings and trimmings removal daily as needed	Daily	Daily	Daily	Daily	Daily	Daily	Daily

Antioch R.O.W. and Medians Task Frequency Planning Calendar

Task Frequency Sheet	15 - 256-4565 ROW	16 - 256-4566 ROW	17 - 256-4568 ROW	18 - 256-4569 ROW	19 - 256-4572 ROW	20 - 259-4591 ROW	21 - 1002196 (Medians)
m. Weed control in paved, DG, and rock blanket areas at all times	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
n. Median(s) weed control at all times	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
o. Median(s) litter removal two times per month	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed
p. Weed abatement one time per	June	June	June	June	June	June	June
q. Fungus, disease, rodent, and/or insect infestation control at all times	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
r. Irrigation management at all times	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed
s. Irrigation testing monthly and programming as needed	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
t. Irrigation main line repair and valve replacement as needed	Extra Work upon approval	Extra Work upon approval	Extra Work upon approval	Extra Work upon approval	Extra Work upon approval	Extra Work upon approval	Extra Work upon approval
Trail Maintenance for trails within each SILD							
u. Trim Trees and Shrubs twice a year	May / Aug	May / Aug	May / Aug	May / Aug	May / Aug	May / Aug	May / Aug
v. Weed Control in landscape areas at all times	Monthly and as needed	Monthly and as needed	Monthly and as needed	Monthly and as needed	Monthly and as needed	Monthly and as needed	Monthly and as needed
w. Weed Control in open spaces and trails one time per year	June	June	June	June	June	June	June
x. Ground cover and vine pruning one time per year	May	May	May	May	May	May	May
y. Weed Control five feet both sides of trail at all times	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
z. Irrigation Repairs as needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed

EXHIBIT "C"
COMPENSATION

LANDSCAPE
MAINTENANCE SERVICES -
City of Antioch

2021 Landscape Maintenance Services
Request for Proposals

MONTHLY MAINTENANCE
PRICE SCHEDULE

4.3 MONTHLY MAINTENANCE PRICE SCHEDULE (Required submittal form)

Area Location Name	Monthly Maintenance Cost	Total Five-Year Amount (x60 Months)
1. 251-4511 R.O.W.		
Base bid for the 5 year term of the contract	\$ 4,911.58 per month:	\$ 294,695
2. 251-4512 R.O.W.		
Base bid for the 5 year term of the contract	\$ 10,681.11 per month:	\$ 640,867
3. 251-4513 R.O.W.		
Base bid for the 5 year term of the contract	\$ 9,162.86 per month:	\$ 549,772
4. 251-4514 R.O.W.		
Base bid for the 5 year term of the contract	\$ 2,421.21 per month:	\$ 145,273
5. 251-4521 R.O.W.		
Base bid for the 5 year term of the contract	\$ 3,273.23 per month:	\$ 196,393
6. 253-4531 R.O.W.		
Base bid for the 5 year term of the contract	\$ 2,363.29 per month:	\$ 141,797
7. 254-4541		
Base bid for the 5 year term of the contract	\$ 8,056.90 per month:	\$ 483,414
8. 254-4542 R.O.W.		
Base bid for the 5 year term of the contract	\$ 8,005.46 per month:	\$ 480,328
9. 254-4544 R.O.W.		
Base bid for the 5 year term of the contract	\$ 8,566.15 per month:	\$ 513,981
10. 255-4551 R.O.W.		
Base bid for the 5 year term of the contract	\$ 1,396.23 per month:	\$ 83,774
11. 256-4561 R.O.W.		
Base bid for the 5 year term of the contract	\$ 2,274.43 per month:	\$ 136,466
12. 256-4562 R.O.W.		
Base bid for the 5 year term of the contract	\$ 1,268.83 per month:	\$ 76,130
13. 256-4563 R.O.W.		
Base bid for the 5 year term of the contract	\$ 1,466.86 per month:	\$ 88,011
14. 256-4564 R.O.W.		
Base bid for the 5 year term of the contract	\$ 5,132.26 per month:	\$ 307,136
15. 256-4565 R.O.W.		
Base bid for the 5 year term of the contract	\$ 2,381.42 per month:	\$ 142,885
16. 256-4566 R.O.W.		
Base bid for the 5 year term of the contract	\$ 2,242.69 per month:	\$ 134,562
17. 256-4568 R.O.W.		
Base bid for the 5 year term of the contract	\$ 4,070.43 per month:	\$ 244,226
18. 256-4569 R.O.W.		
Base bid for the 5 year term of the contract	\$ 5,381.45 per month:	\$ 322,887
19. 256-4572 R.O.W.		
Base bid for the 5 year term of the contract	\$ 2,581.23 per month:	\$ 154,874
20. 259-4591 R.O.W.		
Base bid for the 5 year term of the contract	\$ 3,357.92 per month:	\$ 201,475
21. 1002196 Medians		
Base bid for the 5 year term of the contract	\$ 5,338.10 per month:	\$ 320,286
Unscheduled (extra) Work for 5 year term: Include in bid grand total.		\$ 500,000
Proposal Grand Total		\$ 6,047,230

**UNSCHEDULED
(EXTRA) WORK UNIT
PRICE SCHEDULE**

4.6 UNSCHEDULED (EXTRA) WORK UNIT PRICE SCHEDULE *(Required submittal form)*
Further description of items on following pages.

#	Description	Unit	Unit \$
1	Maintain additional shrub/ground cover area per month.	1 sq ft	\$ 0.16
2	Lead person on call labor as required for unscheduled work.	1 hr	\$ 65.00
3	Crewmember labor as required for unscheduled extra work.	1 hr	\$ 48.00
4	Fifteen-gallon tree replacement.	1 ea	\$ 175.00
5	Five-gallon tree replacement.	1 ea	\$ 50.00
6	Five-gallon shrub replacement.	1 ea	\$ 40.00
7	One-gallon shrub/ground cover/vine replacement.	1 ea	\$ 25.00
8	One flat ground cover (64 plant count or greater).	1 ea	\$ 80.00
9	Sod	1 sq ft	\$ 1.50
10	Install Shredded bark mulch.	1 cy	\$ 95.00
11	Decomposed Granite.	1 cy	\$ 155.00
12	2, 2" X 8' Lodgepole tree stakes with 2 cinch ties.	1 set	\$ 35.00
13	1, 3" X 8' Lodgepole tree stakes with 2 cinch ties.	1 ea	\$ 47.00
14	2 tree ties.	1 pair	\$ 30.00
15	Cost per hour for on-call tree pruning services	1 hr	\$ 110.00
16	Irrigation Technician	1 hr	\$ 75.00

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
☐ Performance Bond or ☐ Retention Bond
☐ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price, unless described in request for Proposal. 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:

☒ **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.

THIS DOCUMENT HAS A TRUE WATERMARK AND VISIBLE REISS DISCERNIBLE FROM BOTH ENDS

BUSINESS NO.
3009761

BUSINESS

ANTIOCH
CALIFORNIA

LICENSE

TYPE OF BUSINESS
OG
BUSINESS ADDRESS
2800 E 18TH ST
ANTIOCH, CA 94509-8517

Date of Expiration: 04/30/2022

BUSINESS NAME
ATTN:
MAILING
ADDRESS
921 ARNOLD DR
MARTINEZ, CA 94553-4102

TERRACARE ASSOCIATES

NON TRANSFERABLE

POST IN A CONSPICUOUS PLACE

THIS LICENSE IS ISSUED WITHOUT GUARANTEE
THAT THE LICENSEE IS SUBJECT TO OR EXEMPT
FROM LICENSING BY THE STATE OF CALIFORNIA.

KEEP FOR YOUR RECORDS
BUSINESS TAX RECEIPT

License No 3009761

OG	\$127.50
SB1186	\$4.00
TOTAL	\$131.50

FINANCE DEPT. 3RD & H
STREET, ANTIOCH, CA
94509-0504


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 9, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Bryan Pitts, Operations Supervisor

APPROVED BY: Scott Buenting, Acting Public Works Director/City Engineer 

SUBJECT: Consideration of Bids for Various Asphalt Service Cut Repairs

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Awarding a maintenance services agreement to the lowest, responsive, and responsible bidder, G & S Paving for various asphalt service cut repairs, in the amount of \$1,745,184.00, with the option to extend for two years in an amount of \$1,155,500 with an additional \$100,000 contingency per fiscal year for a five-year total compensation not to exceed \$3,400,684.00 (Exhibit 1 to the Resolution); and
2. Authorizing the Acting City Manager or designee to execute the agreement with G & S Paving for a total amount not to exceed \$3,400,684.00 in a form approved by the City Attorney.

FISCAL IMPACT

Funding for the Various Asphalt Service Cut Repairs is included in the approved fiscal year 2023/24 and fiscal year 2024/25 operating budget utilizing Water and Sewer Enterprise Funds. Funding for subsequent years of the Agreement will be requested as part of the City's biennial budget process.

DISCUSSION

This service contract provides for asphalt repairs to the City's roadways after water and sewer utility service repairs are completed. The contract amount is for service repairs that are necessary at this time while the additional contingency funding is for new service cuts that may occur during the contract period.

Public Works Staff published the Various Asphalt Service Cut Repairs Request for Bids on August 30, 2023 to the City's website, contractor bid boards, East County Times legal news publication, and directly to ten (10) contractors. The bid closed on October 4, 2023. Five (5) complete and qualified bids were received. G & S Paving was found to be the lowest, responsive, and responsible bidder. Staff recommends awarding a maintenance

services agreement to G & S Paving for various asphalt repairs.

ATTACHMENTS

- A. Resolution
- B. Bid Tabulation

ATTACHMENT "A"

RESOLUTION NO. 2024/xxx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AWARDING A MAINTENANCE SERVICES AGREEMENT AND AUTHORIZING THE ACTING CITY MANAGER OR DESIGNEE TO EXECUTE THE AGREEMENT WITH G & S PAVING FOR VARIOUS ASPHALT SERVICE CUTS REPAIRS

WHEREAS, the City of Antioch provides asphalt repairs to the City's roadways after water and sewer utility service repairs are completed;

WHEREAS, Public Works Staff published the Various Asphalt Service Cut Repairs Request for Bids on August 30, 2023 to the City's website, contractor bid boards, East County Times legal news publication, and directly to ten (10) contractors;

WHEREAS, on October 4, 2023 five (5) bids were received and G & S Paving was found to be the lowest, responsive, and responsible bidder;

WHEREAS, the City Council has considered awarding the Maintenance Services Agreement to the lowest, responsive, and responsible bidder, G & S Paving for Various Asphalt Service Cut Repairs, in the amount of \$1,745,184.00 with the option to extend for two years in an amount of \$1,155,500 with an additional \$100,000 contingency per fiscal year for a five-year total compensation not to exceed \$3,400,684.00; and

WHEREAS, the City Council has considered authorizing the Acting City Manager or designee to execute the agreement with G & S Paving for a total amount of \$3,400,684.00.

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

1. Awards a Maintenance Services Agreement to the lowest, responsive, and responsible bidder, G & S Paving for various asphalt service cut repairs, in the amount of \$1,745,184.00 with the option to extend for two years in an amount of \$1,155,500 with an additional \$100,000 contingency per fiscal year for a five-year total compensation not to exceed \$3,400,684.00, in substantially the form included in Exhibit 1; and
2. Authorizes the Acting City Manager or designee to execute the Agreement with G & S Paving for a total amount of \$3,400,684.00, in a form approved by the City Attorney.

RESOLUTION NO. 2024/xxx

January 9, 2024

Page 2

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 9th day of January 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"

Bid Tabulation Various Asphalt Repairs - Service Cuts Bid No. 968-0927-23A



Closing date: 10/04/23

	G & S Paving	Always Paving Inc.	A & A Paving	Bay Cities Paving & Grading	McGuire and Hester
YEAR 1 TOTAL	\$749,183.04	\$894,440.50	\$853,806.00	\$1,400,495.00	\$2,264,067.00
YEAR 2 TOTAL	\$485,500.00	\$599,500.00	\$607,000.00	\$989,835.00	\$1,549,171.00
YEAR 3 TOTAL	\$510,500.00	\$602,000.00	\$657,000.00	\$1,081,335.00	\$1,623,322.00
YEAR 4 TOTAL	\$565,250.00	\$627,000.00	\$657,000.00	\$1,181,635.00	\$1,696,973.00
YEAR 5 TOTAL	\$590,250.00	\$627,000.00	\$657,000.00	\$1,292,115.00	\$1,770,624.00
FIVE (5) YEAR TOTAL	\$2,900,683.04	\$3,349,940.50	\$3,431,806.00	\$5,945,415.00	\$8,904,157.00

No Bid List:

AIW Construction
APCO Paving Co.
American Asphalt Northern California
MCK Services, Inc.
Granite Construction Incorporated
O.C. Jones & Sons
Pacific Coast General Engineering, Inc.
E. E. Gilbert Construction, Inc.
JV Lucas Paving, Inc.

**CITY OF ANTIOCH
MAINTENANCE SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement ("**Agreement**") is made and entered into this **24th day of October, 2023** ("**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 **G & S Paving**, with its principal place of business at **13 Gold Run Ct., Oakley, CA 94561** ("**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 **various asphalt service cut repair** 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 **Various Asphalt Service Cut Repairs RFB 968-0927-23A** 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 **various asphalt service cut repairs** 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 **Term.**

The term of this Agreement shall be from **October 24, 2023 to June 30, 2026 with an option to extend an additional two (2) years, at the sole discretion of the City Manager, to**

June 30, 2028 unless earlier terminated as provided herein. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement.

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**, 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 **Jerry R. Stanley**, 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 three (3) year total compensation shall not exceed \$1,745,183.04 (\$One Million Seven Hundred Forty-Five Thousand One Hundred and Three Dollars and Four Cents) with the option to extend an additional two (2) years in an amount of \$1,155,500.00 (\$One Million One Hundred Fifty-Five Thousand Five Hundred Dollars) with an additional \$100,000.00 (\$One Hundred Thousand Dollars) in contingency work per fiscal year for a five (5) year total compensation not to exceed \$3,400,683.04 (Three Million Four Hundred Thousand Six Hundred and Eighty-Three Dollars and Four Cents).**

without written approval of City's Finance 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:

G & S Paving
13 Gold Run Ct.
Oakley, CA 94561

City:

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 G & S PAVING**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 24th day of October, 2023.

CITY OF ANTIOCH

Approved By:

Kwame P. Reed
Acting City Manager

ATTEST:

Elizabeth Householder
City Clerk

G & S PAVING

Signature

Name

Title

Approved As To Form:

Thomas Lloyd Smith
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

SCOPE OF WORK

The City of Antioch is requesting bids for a three-year (3) contract with an option to extend two (2) additional years at the City's sole discretion for the complete repair to areas in the roadway that have previously been damaged due to sanitary sewer or water distribution repairs (Service Cuts). The contractor will be required to remove all of the spoil to the specified depth and replace it with ½ inch Type A asphalt.

Work from the City provided Service Cuts List must be fully completed within 120 days of the date on the issued P.O. or the contractor is subject to liquidated damages specified in section 25 of General Conditions and agrees to reduce the price of the unfinished service cuts by 10%. A new Service Cuts List and P.O. will be provided on July 1, of every subsequent contract year. Work must be fully completed within 120 days of receiving the new fiscal year P.O. and new service cuts list. Work must begin within 15 days of the date on the Issued P.O. If the contractor does not work in a safe, productive, and efficient manner as deemed by the City's representative then the City may elect to move to the next responsible bidder. This decision will be up to the sole discretion of the City. Additional time will be allowed if additional work is added.

CONTRACTOR TO PROVIDE

A safe, motivated, and skilled crew capable of productively making the specified asphalt repairs in a highly efficient and productive manner. Contractor shall also be responsible for completing all aspects of the job including but not limited to labor, materials, equipment, no parking notification, traffic control and any other incidentals required to complete the work safely and efficiently. The contractor will be required to replace or redo any portion of the work that does not meet the approval of the City. The City of Antioch will be the sole judge of the quality of the work. All punch list work or redo's will be at the complete expense of the contractor. At least one crew member must be able to communicate with City staff in English both verbally and in writing. Contractor's crew members must act professionally and always communicate with City customers in a polite and courteous way. If quality or conduct does not meet our standards, the City will, at its own discretion, stop the job and move to the next responsible bidder.

1. **Saw Cutting:** Contractor will be required to saw cut the existing asphalt in most service cut repair locations. Areas that need to be saw cut are identified on the "Service Cuts List". Where applicable the contractor must completely saw cut through the existing asphalt.

2. **Adjusting of Existing Facilities:** The contractor shall raise all existing facilities to grade after the paving has been completed. Work shall be completed per the City Details available on the City's website, **Capital Improvements Division – City of Antioch, California (antiochca.gov) Construction Details/Standard Specs** for raising iron: W-01, SD-01, SD-02, SD-03, SS-07, and ST-09. Any casting that is not suitable for reuse will be replaced by the City at no charge to the contractor. Finished product must be even with roadway and provide a smooth ride when driven over by a vehicle. The contractor will be required to replace or redo any piece of "Iron" that does not meet the approval of the City.
3. **Excavation and Asphalt Replacement:**
- a) Contractor is to remove all existing material from the specified location to a depth as specified on the Service Cuts List.
 - b) If the existing asphalt is greater than specified on the Service Cuts List, then Contractor shall notify the City representative of the actual existing road depth and get prior approval from the representative to repair the service cut at the greater depth. Contractor shall receive payment for **additional asphalt depths** as bid in **Section D** of Bid Submittal Work Sheet.
 - c) Base material is to be compacted prior to the placement of asphalt.
 - d) If the contractor should damage the edges of the specified area, it will be required to expand the paving area at no expense to the City.
 - e) All edges of the specified repair shall be coated with SS1H tack oil prior to the placement of asphalt.
 - f) For depths 3" the asphalt may be placed in one lift. For all depths greater than 3" the contractor must place the asphalt in multiple lifts as approved by the City representative.
 - g) Asphalt must be finished to provide a smooth and compacted area. Finish paving must ride "smoothly" and to the satisfaction of the City representative.
 - h) Existing edges of the specified areas are to remain free of all new asphalt.
 - i) New asphalt paving must be free of any areas that demonstrate segregation, raveling or excess rock.
 - j) Contractor is responsible to have any and all underground utilities marked and cleared by USA North before work is started at any of the assigned service cut locations. Any damage to any and all underground utilities is the sole responsibility of the Contractor.
4. **Posting / No Parking:** It will be the contractor's responsibility to post any and all locations for "No Parking" a minimum of 48 hours in advance of work. The City will provide the "No Parking" signs to the contractor at no cost. All signs not used must be returned to the City at the end of the project.

5. **Traffic Control / Job Site Responsibility:** Contractor to be fully responsible for all traffic control and safety of project areas until the project is fully complete. Contractor will abide by all Caltrans specified traffic control standards and submit a traffic control plan and gain approval prior to the start of work. Traffic control flaggers may be needed to complete some of the specified locations, the contractor must be prepared to provide this operation at no additional cost to the City.
6. **Striping / Permanent Traffic Markings:** Contractor to be fully responsible for all replacement of traffic control markings and any markings that are damaged during the project. The contractor must replace the roadway markings with a like kind material. Paint must be replaced with paint and thermoplastic with thermoplastic etc.
7. **Schedule:** Contractor to provide a detailed schedule of work 72 hours prior to starting. City to be updated and approve any and all changes prior to work starting.
8. **Additional Terms:** An additional \$100,000 in contingency will be placed on each contract year Purchase Order for additional work that may come over the course of the contract. The additional contingency amount on any Purchase Order issued is not a guarantee of work; it is only a place holder in case additional asphalt repair work is needed.
9. **Safety Standards:** Items furnished shall meet requirements of the Occupational Safety and Health Act (OSHA), Federal, State, and local requirements, in addition to requirements of appropriate safety standard organizations.
10. **Estimated Values:** The values for square footage, linear feet, valves, manholes, and rodding inlets for Year 1 of the contract term are actual measured values and reflect the amount of work that will be completed in the first year of the contract term. All values listed for Years 2-5 are estimates for bidding purposes only and are not a guarantee of work.

EXHIBIT "B"
SCHEDULE OF SERVICES

Work from the City provided Service Cuts List must be fully completed within 120 days of the date on the issued P.O. or the contractor is subject to liquidated damages specified in section 25 of General Conditions and agrees to reduce the price of the unfinished service cuts by 10%. A new Service Cuts List and P.O. will be provided on July 1, of every subsequent contract year. Work must be fully completed within 120 days of receiving the new fiscal year P.O. and new service cuts list. Work must begin within 15 days of the date on the Issued P.O. If the contractor does not work in a safe, productive, and efficient manner as deemed by the City's representative then the City may elect to move to the next responsible bidder. This decision will be up to the sole discretion of the City. Additional time will be allowed if additional work is added.

SERVICE CUTS LIST - YEAR 1

SCHEDULE OF SERVICES
CONT.

Line Item	Address	Dimensions/ Saw Cut Size	Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
1	1114 D ST	14 x 23	322		CUT				yellow button
2	1114 D ST	11 x 19	209		CUT				yellow button
3	1307 W 4TH ST	10 x 18	180		CUT				
4	1307 W 4TH ST	4 x 33	132		CUT				
5	1307 W 4TH ST	6 x 17	102		CUT				
6	916 W 10TH ST	6 x 12	72		CUT				yellow button
7	916 W 10TH ST	6 x 12	72		CUT				yellow button
8	900 W 10TH ST	7 x 20	140		CUT				yellow button
9	1730 SPRINGWOOD WAY	8 x 9	72		CUT				
10	1111 W 4TH ST	5 x 5	25		20				
11	1111 W 4TH ST	8 x 8	64		24				
12	3021 SUNFLOWER DR	10 x 13	130		33				
13	900 W 10TH ST	6 x 13	78		CUT				yellow button
14	424 W 20TH ST	8 x 8	64		24				
15	424 W 20TH ST	5 x 4	20		18				
16	3017 SUNSET LN	8 x 7	56		22				
17	5297 JUDSONVILLE DR	9 x 12	108		33	1			
18	2329 HILLIARD CIR	10 x 11	110		42				
19	3109 ALMOND TREE CT	7 x 12	84		38				
20	5314 JUDSONVILLE DR	9 x 12	108		33	1			
21	WORRELL RD	9 x 10	90		38	2			
22	MORRO CT	8 x 9	72		34				
23	3028 ELMO RD	9 x 10	90		38				
24	10 HELMUTH LN	7 x 9	63		32				
25	425 FULTON SHIPYARD RD	9 x 9	81		36				
26	MAMMOTH WAY	9 x 11	99		40	2			
27	2484 MAMMOTH WAY	10 x 13	130		36	2			
28	1522 WISNER DR	6 x 7	42		20				
29	2116 RESEDA WAY	11 x 12	132		34				
30	2933 SUNSET LN	15 x 15	225		60	1			

Line Item	Address	Dimensions/ Saw Cut Size	Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
31	87 GREENSBORO WAY	8 x 12	96		40				
32	5326 WEST HARTLEY CT	19 x 23	437		53	1			
33	2830 LONE TREE WAY	4 x 8	32	5"	16				
34	4525 FALLOW WAY	9 x 11	99		40				
35	5112 TRAIL RIDGE CT	10 x 11	110		32	1			
36	HANSEN DR	12 x 13	156		38	1			
37	4913 UNION MINE CT	8 x 11	88		27	1			
38	4160 S ROYAL LINKS CIR	11 x 13	143		35				
39	3225 ASHLEY WAY	17 x 18	306		53				
40	4935 EUREKA MINE CT	14 x 15	210		44	1			
41	3918 MEAD ST	12 x 14	168		38	1			
42	5008 ROCKWALL WAY	10 x 10	100		30	1			
43	2452 SEQUOIA DR	9 x 9	81		36				
44	1107 RANCH POINT WAY	11 x 11	121		33	1			
45	5124 RODEO CT	11 x 16	176		38				
46	4031 MOLLER RANCH CT	8 x 9	72		34				
47	1307 W 4TH ST	10 x 18	180		56				
48	1307 W 4TH ST	5 x 37	185		74				
49	1307 W 4TH ST	6 x 17	102		46				
50	5040 WITHEROW WAY	11 x 17	187		39	1			
51	4032 ST ANDREWS WAY	9 x 17	153		35	1			
52	2125 MEREDITH WAY	9 x 11	99		40				
53	5085 DEER VALLEY RD	8 x 8	64		32	1			
54	5026 HOLLOW RIDGE WAY	10 x 12	120		32	1			
55	5082 HANSEN DR	15 x 20	300		50	1			
56	1913 CALAVERAS CIR	13 x 13	169		52	2			
57	117 SHAHAN CT	4 x 4	16		16				
58	117 SHAHAN CT	10 x 13	130		46				
59	1908 BLOSSOM DR	9 x 10	90		29				
60	5056 UNION MINE DR	13 x 13	169		39	1			
61	2304 A ST	8 x 18	144	5"	24	1			

Line Item	Address	Dimensions/ Saw Cut Size	Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
62	1301 D ST	5 x 13	65		31				
63	2924 CAMBY RD	8 x 9	72		26				
64	2615 CROW CT	4 x 17	68		CJT				
65	800 W 9TH ST	8 x 10	80		36				
66	5185 HANSEN DR	14 x 16	224		44	1			
67	2012 PUTNAM ST	7 x 10	70		24				
68	124 E 16TH ST	5 x 6	30		16				
69	1817 WOODLAND DR	12 x 13	156		37				
70	1311 LOUIS DR	13 x 13	169		39				
71	4132 S ROYAL LINKS CIR	15 x 38	570		68				
72	3234 WESTBOURNE DR	11 x 12	132		46				
73	409 LIMEWOOD DR	12 x 22	264		66				
74	424 W 4TH ST	9 x 11	99		CJT				
75	819 W 2ND ST	7 x 9	63		23	1			
76	5400 MOJAVE WAY	10 x 13	130		36				
77	5223 HUNSAKER CT	13 x 21	273		47	1			
78	2009 CHICKIE ST	11 x 30	330		52				
79	5033 WAGON WHEEL WAY	8 x 15	120		31				
80	1732 MAHOGANY WAY	12 x 22	264		46				
81	421 CHRISTINA CT	7 x 9	63		32				
82	5074 CARBONDALE WAY	14 x 16	224		46	1			
83	4765 BROOMTAIL CT	9 x 12	108		30	1			
84	2308 L ST	10 x 10	100		30				
85	224 BROOKSIDE DR	10 x 12	120		34				
86	5108 HANSEN DR	18 x 23	414		64	1			
87	5125 HAYWARD CT	12 x 13	156		38	1			blue reflector
88	5235 JUDSONVILLE DR	11 x 13	143		37	1			
89	5235 JUDSONVILLE DR	9 x 12	108		42				
90	5169 HANSEN DR	13 x 22	286		48	1			
91	110 WORRELL RD	10 x 17	170		54				
92	4205 AMARGOSA DR	12 x 15	180		42				

Line Item	Address	Dimensions/ Saw Cut Size	Sq. Ft	Thick- ness	Lin.Ft	Valves	Man holes	Rodding Inlets	Markings
93	300 W 6TH ST	7 x 10	70		24				
94	2132 ARZATE LN	6 x 7	42		19				
95	800 GATTER CT	6 x 7	42		26				
96	3605 TIMOTHY PL	11 x 13	143		37				
97	1114 COOK ST	8 x 8	64		32	1			
98	3512 STONE PL	10 x 10	100		40				
99	2335 PEACHTREE CIR	9 x 9	81		36				
100	4053 ROCKFORD DR	10 x 15	150		35				
101	523 W 10TH ST	7 x 9	63		25				
102	4025 ST ANDREWS WAY	10 x 30	300		50				
103	2517 CRYSTAL WAY	10 x 10	100		30				
104	1874 FOSTER MTN CT	13 x 13	169		39				
105	2305 D ST	5 x 8	40		18				
106	112 E 6TH ST	9 x 9	81		36				
107	117 CLEARBROOK RD	9 x 18	162		36				
108	2 N LAKE DR	5 x 8	40		18				6" white thermo
109	4000 BANBURY WAY	11 x 17	187		56				Thermo STOP
110	43 W 18TH ST	8 x 15	120		38				
111	2605 TRUMAN CT	11 x 14	154		50				
112	1969 WINDY PEAK CT	13 x 20	260		66				
113	2200 LAFATETTE DR	14 x 40	560		68				needs concrete repairs
114	2804 G ST	9 x 10	90		38				
115	1012 E ST	5 x 7	35		17	1			
116	1326 VERONICA CT	16 x 20	320		56				parking stalls thermo
117	1326 VERONICA CT	8 x 12	96		40				
118	5234 HENDERSON CT	9 x 11	99		31	1			blue reflector
119	5217 HANSEN DR	11 x 15	165		37	1			
120	2120 LEMONTREE WAY	9 x 13	117		44				
121	1513 MARIE AVE	8 x 9	72		25				
122	2134 CASITAS CT	9 x 18	162		63				
123	1100 C ST	7 x 28	196		63				

Line Item	Address	Dimensions/ Saw Cut Size			Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
126	3337 BEAR RIDGE WAY	11	x	12	132		35				
127	5224 JUDSONVILLE DR	8	x	8	64		32	1			
128	2108 MEREDITH WAY	17	x	22	374		56				
129	3120 WESTBOURNE DR	9	x	10	90		38				
130	3120 WESTBOURNE DR	5	x	7	35		17				
131	5216 JUDSONVILLE DR	8	x	10	80		36	1			
132	5239 JUDSONVILLE DR	11	x	13	143		37	1			
133	2411 LINDBERG ST (on Texas)	7	x	14	98		42				
134	113 WORRELL RD	11	x	20	220		51				yellow buttons
135	113 WORRELL RD	10	x	17	170		54				yellow buttons
136	4025 ST ANDREWS WAY	13	x	20	260		46				
137	2517 CRYSTAL WAY	10	x	10	100		30				
138	112 E 6TH ST	9	x	10	90		38				
139	924 GLADE CT	8	x	9	72		26				
140	4 LAWRENCE AVE	10	x	11	110		46				
141	121 DAPHNE CT	8	x	10	80		36				
142	3227 WESTBOURNE DR	9	x	12	108		30				
143	908 MINAKER DR	5	x	55	275		65				
144	908 MINAKER DR	11	x	13	143		48				
145	1438 HILL DR	9	x	19	171		56				
146	1438 HILL DR	4	x	4	16		12				
147	322 W 9TH ST	8	x	8	64		32				
148	W 9TH ST	9	x	9	81		27				
149	1411 A ST	7	x	12	84		CUT				8" stacking lane thermo
150	1609 MARIE AVE	7	x	12	84		38				
151	1846 BUCK MTN CT	8	x	12	96		40				
152	609 LYNN AVE	8	x	8	64		32	1			
153	3230 WESTBOURNE DR	10	x	11	110		42				
154	2615 CROW CT	2	x	41	82		CUT				
155	2615 CROW CT	6	x	7	42		CUT				
156	DAVISON DR	8	x	19	152	5"	46				

Line Item	Address	Dimensions/ Saw Cut Size	Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
157	101 W 6TH ST (on B st.)	6 x 20	120		46				
158	1009 BRIGHTON CT	5 x 6	30		16				
159	1009 BRIGHTON CT	11 x 15	165		52				
160	1006 SEARSPORT CT	10 x 10	100		40				
161	W 3RD ST (@ K st.)	8 x 8	64		32				
162	4964 MESA RIDGE DR	9 x 11	99		40				
163	4964 MESA RIDGE DR	8 x 11	88		38				
164	4964 MESA RIDGE DR	10 x 14	140		24				
165	3587 WAXWING CT	7 x 14	98		28				
166	3201 WESTBOURNE DR	7 x 10	70		34				
167	3005 MONROE CT	9 x 26	234		70				
168	PLYMOUTH LN	7 x 9	63		32	1			
169	2332 CYPRESS ST	10 x 14	140		38				
171	3171 WESTBOURNE DR	9 x 10	90		29				
172	901 MINAKER DR	11 x 12	132		34				8" stacking lane thermo
173	901 MINAKER DR	7 x 9	63		23				
174	2109 MEREDITH WAY	17 x 22	374		56				
175	2013 CRESTWOOD DR	7 x 8	56		22	1			
176	3231 WESTBOURNE DR	8 x 9	72		34				
177	3231 WESTBOURNE DR	5 x 5	25		20				
178	3507 STONE PL	9 x 12	108		33				
179	1600 DAISY WAY	10 x 13	130		36				
180	4165 S ROYAL LINKS CIR	4 x 13	52		21				
181	3207 MOUNTAIRE DR	8 x 11	88		27				
182	W 8TH ST (# 500)	8 x 9	72		34				
183	430 W 20TH ST	9 x 14	126		32				
184	430 W 20TH ST	4 x 5	20		18				
185	804 DONHAM CT	8 x 9	72		25				
186	2601 ITHACA LN	17 x 18	306		52				4" bike lane thermo
187	200 W 4TH ST	11 x 12	132		46	1			

Line Item	Address	Dimensions/ Saw Cut Size			Sq. Ft	Thick- ness	Lin.Ft	Valves	Man holes	Rodding Inlets	Markings
188	W 5TH ST (# 100)	9	x	14	126		46	1			
189	2005 GLENWOOD DR	11	x	14	154		36				
190	1001 WORTHINGTON CT	8	x	10	80		36				
191	1001 WORTHINGTON CT	9	x	11	99		29				
192	110 W 20TH ST	18	x	18	324		54				
193	1002 W 2ND ST	9	x	16	144		50				
194	DAVISON DR (E. of VanBuren)	6	x	14	84	5"	40				
195	MOUNTAINE DR (# 3300)	9	x	11	99		29	1			Thermo STOP
196	1005 WORTHINGTON CT	11	x	12	132		46				
197	14 BRYAN AVE	6	x	14	84		40				
198	14 BRYAN AVE	5	x	20	100		45				
199	2900 MAYFLOWER DR	8	x	12	96		40				
200	1000 WORTHINGTON CT	5	x	5	25		15				
201	3130 WESTBOURNE DR	9	x	13	117		44				
202	3130 WESTBOURNE DR	3	x	7	21		13				
203	3126 WESTBOURNE DR	8	x	15	120		46				
204	3126 WESTBOURNE DR	9	x	11	99		40				
205	3126 WESTBOURNE DR	4	x	10	40		14				
206	3105 WESTBOURNE DR	9	x	14	126		32				
207	3010 CAREY ST	8	x	9	72		25	1			
208	1012 E ST	7	x	12	84		36				
209	515 C ST	8	x	8	64		24				
210	2713 WINDING LN	9	x	9	81		27	1			
211	317 W 19TH ST	6	x	14	84		CUT				
212	3121 WESTBOURNE DR	10	x	11	110		42				
213	3134 WESTBOURNE DR	7	x	11	77		36				
214	3134 WESTBOURNE DR	5	x	5	25		15				
215	3100 WESTBOURNE DR	3	x	4	12		10				
216	3100 WESTBOURNE DR	9	x	10	90		38				
217	2894 DANDELION CIR	8	x	5	40		26				
218	2894 DANDELION CIR	8	x	12	96		40				

Line Item	Address	Dimensions/ Saw Cut Size	Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
219	260 WILLIAM REED DR	9 x 10	90		38	1			
220	4516 GOLDEN HILLS CT	16 x 18	288		68				parking stalls thermo
221	DEER VALLEY RD	6 x 7	42		CUT				
222	1 HELMUTH LN	7 x 8	56		30				
223	BLACK OAK WAY (#521)	8 x 10	80		36				
224	3016 BELFLOWER DR	8 x 11	88		38				
225	906 W 7TH ST	5 x 14	70		32				
226	5004 TOTEM CT	6 x 15	90		42				4" parking stall thermo
227	1040 GATTER DR	9 x 15	135		39				
228	2304 A ST	7 x 17	119		31	1			
229	3601 DIMAGGIO WAY	8 x 7	56		22				
232	4424 DEERFIELD DR	11 x 12	132		34				
233	2316 CALHOUN CT	13 x 16	208		58				
234	2316 CALHOUN CT	4 x 4	16		16				
235	2312 ROBLES DR	14 x 17	238		48				
236	4045 ST ANDREWS WAY	10 x 13	130		33				
237	2928 GARFIELD PL	8 x 15	120		31	1			
238	2825 D ST	6 x 7	42		26				
239	W MADILL ST	5 x 8	40		18	1			
240	4037 ST ANDREWS WAY	12 x 25	300		49				
241	275 W TREGALLAS RD	14 x 47	658		75				
242	4041 ST ANDREWS WAY	9 x 16	144		34				
243	3302 G ST	7 x 8	56		30				
244	WILDFLOWER DR/3450 Hillcrest	12 x 13	156	5"	38	1			yellow buttons
245	DAVISON DR @ Serpentine	6 x 8	48	5"	28	1			
246	DAVISON DR @ Serpentine	7 x 11	77		36				
247	5045 WINTERGLEN WAY	9 x 11	99		40				
248	4504 BIGHORN CT	14 x 15	210		CUT				
249	4024 ST ANDREWS WAY	9 x 30	270		48				
250	4038 ST ANDREWS WAY	9 x 16	144		34				
251	4029 ST ANDREWS WAY	9 x 17	153		35	1			

Line Item	Address	Dimensions/ Saw Cut Size			Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
252	1639 GEYSER CIR	7	x	11	77		36				
253	4512 BIGHORN CT	24	x	36	864		60				parking stalls
254	2304 GABRIEL CT	11	x	13	143		37				
255	3 HELMUTH LN	7	x	12	84		31				
256	2313 ANTLER CT	8	x	9	72		25	1			
257	EAGLERIDGE DR (@ Condor)	8	x	9	72		34	1			
258	11 WIGHTMAN CT	9	x	12	108		33				
259	1222 ALMONDWOOD DR	9	x	11	99		40				
260	3625 FREEDOM CT	17	x	22	374		34				
261	4071 S ROYAL LINKS CIR	10	x	13	130		46				
262	109 W 20TH ST	6	x	13	78		38				
263	20 E 16TH ST	11	x	30	330		71				
264	4014 ST ANDREWS WAY	20	x	30	600		70				
265	3731 HERITAGE DR	10	x	12	120		32	1			
266	4859 LONE TREE WAY	10	x	11	110		42				behind building
267	1200 AUTO CENTER DR	10	x	12	120		32				
268	2329 REDWOOD DR	8	x	11	88		38				
269	2005 CERRO CT	11	x	13	143		37				
270	4009 ST ANDREWS WAY	8	x	10	80		26				
272	4001 ST ANDREWS WAY	15	x	18	270		48				
273	1433 MELLISSA CIR	8	x	12	96		40				
274	2109 DENNIS DR	8	x	8	64		24				
275	3631 FREEDOM CT	4	x	9	36		17				
276	1000 E 13TH ST	10	x	11	110		42	1			
277	1209 SAN JOSE DR	11	x	12	132		46				
278	65 DUNES WAY	15	x	22	330		52				
279	44 DUNES WAY	14	x	27	378		55	1			blue reflector
280	1101 E ST	6	x	8	48		28				
281	48 DUNES WAY	11	x	11	121		33				
282	4857 LONE TREE WAY	9	x	10	90		40	2			behind building
283	4857 LONE TREE WAY	9	x	12	108		42				

Line Item	Address	Dimensions/ Saw Cut Size			Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
284	56 DUNES WAY	11	x	12	132		35				
285	MT HAMILTON DR	8	x	9	72		34	2			
286	MT HAMILTON DR	3	x	14	42		CUT				
287	MT HAMILTON DR	12	x	13	156		CUT				
288	2405 SILVERADO DR	14	x	20	280		48				
289	4985 RIDGEVIEW DR	7	x	9	63		23	1			
290	4953 RIDGEVIEW DR	11	x	14	154		36	1			
291	5207 RAMSDELL CT	8	x	8	64		24	1			
292	5001 CRESTPARK CIR	10	x	12	120		32	1			
293	20 DUNES WAY	9	x	14	126		32				
294	3709 DIMAGGIO WAY	9	x	13	117		31				
295	2109 L ST	5	x	7	35		CUT				
296	36 DUNES WAY	14	x	25	350		53				
297	24 DUNES WAY	9	x	10	90		28				
298	3201 MUIR CT	9	x	11	99		40				
299	4956 MESA RIDGE DR	6	x	6	36		34		1		
300	5139 WATKINGS WAY	8	x	10	80		38	1			
301	W 14TH ST @ G st.	8	x	13	104		42				
302	3109 JACKSON PL	10	x	12	120		32				
303	5 DUNES CT	4	x	4	16		16				need concrete repairs
304	1821 KERN MOUNTAIN WAY	8	x	9	72		34				
305	5047 WITTENMEYER CT	10	x	10	100		30	1			
306	5071 WILMONT CT	9	x	10	90		28	1			
307	611 W 3RD ST	7	x	9	63		23				
308	RIO GRANDE DR	11	x	12	132		35				
309	2825 MAYFLOWER DR	9	x	12	108		42	1			
310	2825 MAYFLOWER DR	4	x	4	16		16				
311	2825 MAYFLOWER DR	4	x	6	24		20				
312	2825 MAYFLOWER DR	10	x	11	110		42				
313	4989 PARKGREEN CIR	10	x	11	110		31	1			
314	2702 IVY LN	8	x	8	64		24				

Line Item	Address	Dimensions/ Saw Cut Size			Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
315	5109 WATKINGS WAY	10	x	11	110		31	1			
316	3500 GARROW DR	12	x	35	420		59	1			
317	3500 GARROW DR	8	x	10	80		36				
318	4560 WILDCAT CIR	9	x	11	99		40				
319	5212 JUDSONVILLE DR	9	x	9	81		36	2			
320	4429 BUCKEYE WAY	8	x	10	80		26				
321	5088 JUDSONVILLE DR	9	x	9	81		36	2			
322	12 DUNES WAY	12	x	16	192		40				
323	5 DUNES CT	10	x	18	180		36				
324	2301 CHARDONNAY WAY	9	x	10	90		38				
325	5144 DOMENGINE WAY	9	x	12	108		30	1			
326	2141 ROBLES DR	12	x	13	156		37				
327	3504 MEADOWBROOK RD	11	x	14	154		36				
328	632 SHADDICK DR	6	x	10	60		26				
329	111 E 18TH ST	6	x	11	66		34				white buttons
330	4123 MATTOLE RD	11	x	15	165		52		1		
331	2832 GARROW DR	8	x	18	144		44				
332	1701 NOIA AVE	6	x	10	60		26				
333	2201 LAFAYETTE DR	14	x	40	560		68				needs concrete repairs
334	4605 GOLDCREST WAY	13	x	16	208		42				
335	1609 YELLOWSTONE DR	10	x	11	110		32				
336	1023 G ST	6	x	20	120		46				
337	1605 NOIA AVE	6	x	7	42		26				
338	4320 BELLE DR	18	x	21	378		78	1	1		
339	28 TERRANOVA DR	10	x	11	110		41				
340	2421 CROCKER WAY	9	x	12	108		42				
341	2107 FUENTE CT	13	x	15	195		56				
342	3210 ALGER RD	7	x	9	63		23				
343	2420 CROCKER WAY	9	x	15	135		48				
344	1908 CALAVERAS CIR	9	x	9	81		36				
345	4804 VINEWOOD WAY	8	x	9	72		26	1			

Line Item	Address	Dimensions/ Saw Cut Size	Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
346	2851 HONEYSUCKLE CIR	8 x 10	80		26				
347	3029 TERRACE VIEW AVE	9 x 10	90		28				
348	3536 CENTENNIAL CT	10 x 11	110		32				parking stalls
349	4921 COUNTRY HILLS DR	16 x 22	352		54				6" edge line
350	5013 STAR MINE WAY	20 x 40	800		80	1			
351	5013 STAR MINE WAY	8 x 9	72		CUT				
352	JUDSONVILLE DR	11 x 13	143		48	3			
353	2878 MORRO DR	13 x 17	221		60	1			
354	2515 CATHY CT	11 x 15	165		41				
355	605 W 20TH ST	9 x 9	81		36				
356	3971 DIMAGGIO WAY	14 x 14	196		42				
357	300 BROOKSIDE DR	9 x 13	117		44				
358	5080 JUDSONVILLE DR	11 x 12	132		34	1			
359	2133 Robles	15 x 23	345		5				
360	5003 NORTONVILLE CT	10 x 10	100		30	1			
361	GARROW DR @ Mountaire	9 x 10	90		38				
362	5027 VESTENY CT	9 x 11	99		27	1			
363	SMOKETREE ST	9 x 9	81		36				
364	2808 LA JOLLA DR	8 x 9	72		34	1			
365	4512 WOLF WAY	11 x 13	143		35	1			
366	3741 SUNSET LN	8 x 9	72		25	1			
367	2802 VALENCIA LN	8 x 18	144		52				
368	JUDSONVILLE DR	12 x 13	156		38	1			blue reflector
369	JUDSONVILLE DR	12 x 14	168		40	2			
370	4108 MATTOLE RD	12 x 12	144		48	1			
371	4160 MATTOLE RD	7 x 8	56		23				
372	2621 CARPINTERIA DR	8 x 10	80		36				
373	815 G ST	11 x 25	275		47	1			
374	JUDSONVILLE DR	13 x 15	195		56	2			
375	2230 RESEDA WAY	15 x 17	255		47	1			
376	5113 WATKINS WAY	10 x 10	100		30	1			

Line Item	Address	Dimensions/ Saw Cut Size	Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
377	JUDSONVILLE DR	8 x 9	72		34	2			
378	5076 JUDSONVILLE DR	9 x 10	90		38	2			
379	VISTA GRANDE DR	10 x 16	160		36	2			6" bike lane
380	4900 TRUSKMORE WAY	10 x 12	120		44				
381	4016 BENBOW CT	9 x 10	90		28				
382	4121 ROGERS CANYON RD	8 x 9	72		26	1			
383	4131 MT ISABEL RD	10 x 10	100		30	1			
384	2624 SILVERADO RD	14 x 14	196		42				
385	2760 EL REY ST	7 x 7	49		21				
386	2760 EL REY ST	3 x 3	9		12	1			
387	4112 MATTOLE RD	10 x 10	100		30				
388	3555 COUNTRY SIDE WAY	10 x 11	110		42				
389	4145 ROGERS CANYON RD	12 x 23	276		47	3			blue reflector
390	4117 ROGERS CANYON RD	9 x 9	81		36	2			blue reflector
391	4828 WOODBRIDGE WAY	10 x 10	100		30	1			
392	223 W 7TH ST	6 x 12	72		36				
393	423 W 9TH ST	7 x 15	105		37				
394	423 W 9TH ST	8 x 8	64		32				
395	3200 MOUNTAIRE DR	6 x 8	48		20				
396	4600 DEER MEADOW WAY	9 x 12	108		42				
397	GENENTRYTOWN DR (@ Curtis Dr.)	13 x 13	169		39	2			
398	JUDSONVILLE DR (@ Stewartville)	12 x 13	156		40	3			
399	215 PUTNAM ST	7 x 12	84		31				
400	2413 SILVERADO DR	12 x 13	156		37				
401	DALLAS RANCH RD	13 x 19	247		45		2		
402	DALLAS RANCH RD	8 x 8	64		32				
403	1902 ALPHA WAY	7 x 11	77		36				
404	130 HYDE PL	7 x 9	63		32				
405	622 W 9TH ST	3 x 7	21		13				
406	316 GRANITE CT	9 x 10	90		38				
407	222 W 17TH ST (on D st.)	7 x 12	84		38				

Line Item	Address	Dimensions/ Saw Cut Size	Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
408	222 W 6TH ST	7 x 13	91		40				yellow buttons
409	1215 MINAKER DR	12 x 22	264		68				
410	1216 W 9TH ST	9 x 11	99		40				
411	W 8TH ST	10 x 20	200		40				
412	2716 D ST	10 x 16	160		52				
413	5137 TURNBULL CT	12 x 12	144		48				
414	3210 ST JAMES PL	14 x 22	308		50				
415	722 W 11TH ST	10 x 11	110		42				
416	901 E 13TH ST	10 x 11	110		42				
417	2724 D ST	12 x 22	264		68				
418	2124 ROBLES DR	9 x 9	81		27				
419	9 W 20TH ST	9 x 10	90		38				
420	1336 SHADDICK DR	9 x 34	306		86				
421	2805 MADRID LN	8 x 9	72		34	1			
422	420 CHRISTINA CT	13 x 13	169		39				
423	420 CHRISTINA CT	7 x 9	63		32				
424	2220 BELLE DR	11 x 17	187		39				
425	4732 VISTA GRANDE DR	9 x 14	126		46	1			blue reflector
426	4925 COUNTRY HILLS DR	13 x 14	182		41				6" bike lane
427	4354 BUCKSKIN DR	8 x 9	72		25				
428	2937 HONEYSUCKLE CT	9 x 9	81		36				4" parking stalls
429	2603 LEOPARD WAY	8 x 11	88		27				
430	E 13TH ST (@ August way)	11 x 13	143		48				yellow X walk
431	700 W 18TH ST	6 x 10	60		32				6" thermo
432	A ST (@ W. 10th st)	7 x 15	105		44				
433	A ST (@ W. 10th st)	10 x 10	100		40				
434	2647 JAGUAR WAY	8 x 13	104		29				
435	1913 CALAVERAS CIR	14 x 14	196		42	2			
436	2874 MORRO DR	14 x 14	196		56				
437	36 E MADILL ST	11 x 23	253		68				
438	1912 GRIZZLY CT	8 x 10	80		36				4" parking stalls

Line Item	Address	Dimensions/ Saw Cut Size	Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
439	1912 GRIZZLY CT	10 x 13	130		46				
440	1513 MARIE AVE	8 x 9	72		25	1			
441	4474 BUCKEYE WAY	10 x 12	120		32				
442	2905 CAROLYN CT	9 x 10	90		38				
443	MT HAMILTON DR	12 x 12	144		48	1			
444	1212 W 9TH ST	8 x 8	64		32				
445	4605 SILVERCREST WAY	7 x 11	77		46				
446	2001 LANITOS CT	5 x 5	25		20				
447	2001 LANITOS CT	12 x 15	180		39				
448	725 FULTON SHIPYARD RD	8 x 9	72		34				RxR crossing
449	2450 FORTY NINER WAY	20 x 23	460		63				
450	515 E 18TH ST	11 x 18	198		58	1			
451	2111 HILLCREST AVE	7 x 9	63		32				
452	2111 HILLCREST AVE	4 x 28	112		64				
453	3416 TABORA DR	9 x 20	180		49				yellow buttons
454	1113 KLENGEL ST	10 x 33	330		66				
455	2 BELSHAW ST	6 x 17	102		40				
456	1917 BIGLOW DR	12 x 12	144		48				yellow buttons
457	3413 LONGVIEW RD	8 x 15	120		38				
458	2217 L ST	8 x 11	88		38				white buttons
459	MARIE AVE. @ WILBUR AVE.	28 x 33	924		66				
460	4848 STERLING HILL DR	6 x 38	228		88				
461	4088 MONTGOMERY HILL DR	9 x 10	90		29	1			
462	2920 ROOSEVELT LN	10 x 25	250		70				yellow buttons
463	3717 DIMAGGIO WAY	8 x 11	88		30				
464	3717 DIMAGGIO WAY	11 x 17	187		45				
465	3731 SUNSET LN	8 x 9	72		25	1			
466	1616 GEYSER CIR	9 x 10	90		29				
467	4044 MONTGOMERY HILL DR	13 x 20	260		46	3			
468	2416 TOMPKINS WAY	5 x 7	35		17				
469	2416 TOMPKINS WAY	8 x 9	72		25				

Line Item	Address	Dimensions/ Saw Cut Size	Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
470	4012 PACKARD RIDGE RD	9 x 11	99		40	1			
471	314 BLUEROCK CT	11 x 23	253		68				
472	4121 SHELTER COVE CT	9 x 13	117		35	2			
473	VALENCIA LN @ MADRID LN.	9 x 11	99		40	1			
474	4068 MONTGOMERY HILL DR	12 x 13	156		37	2			
475	5260 JUDSONVILLE DR	10 x 12	120		34	1			
476	1721 ALHAMBRA DR	8 x 10	80		26				
477	3301 G ST	6 x 13	78		38				
478	2469 GRIMSBY DR	7 x 14	98		28				
479	2008 ALVARADO DR	8 x 10	80		26				
480	2305 SEQUOIA DR	11 x 12	132		34				
481	3516 BRIARWOOD CT	10 x 21	210		41				
482	224 HUNTINGTON DR	8 x 10	80		36				
483	224 HUNTINGTON DR	10 x 10	100		40				
484	W 15TH ST	7 x 7	49		28	1			
485	WILDWOOD CT	11 x 17	187		56				
486	220 COBBLESTONE DR	10 x 13	130		46				
487	3700 GARROW DR	9 x 12	108		42				
488	2012 Alvarado	8 x 11	88		27				
489	2321 Grimsby	8 x 8	64		CUT				
490	130 SHASTA CT	8 x 8	64		32				
491	130 SHASTA CT	4 x 4	16		16				
492	3224 ASHLEY WAY	17 x 35	595		70	1			blue reflector
493	115 W 8TH ST	6 x 12	72		36				
494	2001 GLENWOOD DR	6 x 8	48		28				
495	308 I ST	6 x 12	72		36				
496	2028 GLENWOOD DR	6 x 11	66		34				
497	BRIGHTON WAY	8 x 11	88		27	1			
498	4165 ROGERS CANYON RD	12 x 25	300		49	3			
499	3158 ASHLEY WAY	7 x 9	63		32	1			
500	2129 ROBLES DR	12 x 13	156		38				

Line Item	Address	Dimensions/ Saw Cut Size		Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
501	5163 TEHACHAPI WAY	10	x	10		30				
502	W 9TH ST	5	x	20		45				
503	W 8TH ST	9	x	12		42	2			
504	104 W 8TH ST	5	x	10		30				
505	310 WORRELL RD	8	x	17		136				
506	310 WORRELL RD	7	x	6		56				
507	310 WORRELL RD	3	x	9		27				
508	310 WORRELL RD	7	x	8		56				
509	4045 S ROYAL LINKS CIR	4	x	5		20				
510	4045 S ROYAL LINKS CIR	9	x	10		90				
511	2348 FORTY NINER CT	12	x	13		38				
512	5009 UNION MINE DR	9	x	8		CUT				
513	5009 UNION MINE DR	15	x	15		45	1			
514	2101 LYNWOOD WAY	10	x	11		42				
515	4064 MONTGOMERY HILL DR	11	x	11		33	1			
516	5402 ONEIDA WAY	7	x	9		32				thermo STOP
517	331 SWEENEY RD	7	x	13		40				
518	4985 VALLEY WAY	11	x	13		35	2			
519	3400 HILLCREST AVE	9	x	12		42	1			
520	VALLEY WAY	10	x	11		31	1			
521	1516 PAUL CT	9	x	15		48				
522	2336 FOOTHILL DR	14	x	15		44				
523	2305 FIELD ST	10	x	17		74				
524	4008 PACKARD RIDGE RD	9	x	10		38	1			
525	2817 D ST	9	x	10		38				
526	2864 DANDELION CIR	5	x	5		20				
527	2864 DANDELION CIR	10	x	10		40				
528	2864 DANDELION CIR	8	x	13		42				
529	4536 ELK CT	10	x	11		31	1			
530	4418 PAMPAS CT	7	x	10		24	1			
531	WILDFLOWER DR	9	x	12		42				

Line Item	Address	Dimensions/ Saw Cut Size	Sq. Ft	Thick- ness	Lin.Ft.	Valves	Man holes	Rodding Inlets	Markings
532	4513 ELK DR	8 x 11	88		27	1			
533	Hillcrest S/B 300' N of Goldenbear	29 x 55	1595	5"	58				
534	275 E. TREGALLAS	19 x 52	988	5"	90				
535	James Donlon W/B 300' E of Contra Loma	16 x 27	432	5"	86				Thermo 6" / white buttons
536	James Donlon W/B 300' E of Contra Loma	13 x 18	234	5"	44				
			72,896	19,423					
						162	5	0	

COMPENSATION

BID SUBMITTAL WORK SHEET - BID NO. 968-0927-23A

Your Company Name: G&S Paving

Contact Name: Jerry R. Stanley

Contact Phone: [925-766-2234](tel:925-766-2234)

Contact Email: gnspace@pacbell.net

SEE "EXHIBIT 1" FOR YEAR 1 SERVICE CUTS LIST.

Quantities for Year 1 have been measured in the field and reflect actual values for the first contract year. Years 2,3,4, and 5 are estimated values for bidding purposes only. Any estimated values are not a guarantee of work.

A.) SAW CUTTING

YEAR 1		YEAR 2		YEAR 3	
\$ 4.00	x 19,423	\$ 4.00	x 10,000	\$ 4.00	x 10,000
COST PER LINEAR FT	TOTAL LINEAR FT	COST PER LINEAR FT	TOTAL LINEAR FT	COST PER LINEAR FT	TOTAL LINEAR FT
TOTAL	= \$77,692.00	TOTAL	= \$40,000.00	TOTAL	= \$40,000.00

OPTIONAL YEARS:

YEAR 4		YEAR 5	
\$ 6.00	X	\$6.00	X
COST PER LINEAR FT		COST PER LINEAR FT	
	10,000		10,000
	TOTAL LINEAR FT		TOTAL LINEAR FT
TOTAL = \$60,000.00		TOTAL = \$60,000.00	

B.) ADJUSTING OF EXISTING FACILITIES

YEAR 1				YEAR 2				YEAR 3			
COST PER UNIT		QTY		COST PER UNIT		QTY		COST PER UNIT		QTY	
VALVE CAN	\$ 750.00	X	162	=	\$121,500.00	VALVE CAN	\$ 750.00	X	50	=	\$37,500.00
MANHOLES	\$ 800.00	X	5	=	\$4,000.00	MANHOLES	\$ 800.00	X	10	=	\$8,000.00
RODDING	\$ 500.00	X	0	=	\$0	RODDING	\$ 500.00	X	1	=	\$500.00
INLETS						INLETS					
TOTAL		=	\$ 125,500.00	TOTAL		=	\$46,000.00	TOTAL		=	\$46,000.00

OPTIONAL YEARS:

YEAR 4					YEAR 5				
	COST PER UNIT		QTY			COST PER UNIT		QTY	
VALVE CAN	\$ 900.00	X	50	= \$45,000.00	VALVE CAN	\$ 900.00	X	50	= \$45,000.00
MANHOLE S	\$ 1,000.00	X	10	= \$10,000.00	MANHOLE S	\$ 1,000.00	X	10	= \$10,000.00
RODDING INLETS	\$ 750.00	X	1	= \$750.00	RODDING INLETS	\$ 750.00	X	1	= \$750.00
		TOTAL	=	\$55,750.00			TOTAL	=	\$55,750.00

C.) EXCAVATION, ASPHALT REPLACEMENT, POSTING / NO PARKING, TRAFFIC CONTROL / JOB SITE, STRIPING / PERMANENT TRAFFIC, SCHEDULE. All to be Included in the sq. ft. price for asphalt paving and excavation BELOW.

YEAR 1				YEAR 2				YEAR 3			
\$ 7.49		X	72,896	\$ 7.99		X	50,000	\$ 0.49		X	50,000
COST PER SQ FT		TOTAL SQ FT		COST PER SQ FT		TOTAL SQ FT		COST PER SQ FT		TOTAL SQ FT	
TOTAL		=	\$545,991.04	TOTAL		=	\$399,500.00	TOTAL		=	\$424,500.00

OPTIONAL YEARS:

YEAR 4				YEAR 5			
\$ 8.99		X	50,000	\$ 9.49		X	50,000
COST PER SQ FT		TOTAL SQ FT		COST PER SQ FT		TOTAL SQ FT	
TOTAL		=	\$449,500.00	TOTAL		=	\$474,500.00

SUMMARY OF TOTALS FOR PARTS A - C

The Grand Total Sum for each contract year shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved to complete all service cut repairs and conforming to the specifications of this bid package as outlined in the Scope of Work section and Bid Submittal Worksheets.

	YEAR 1		YEAR 2		YEAR 3
GRAND TOTAL	\$ 749,183.04	GRAND TOTAL	\$ 485,500.00	GRAND TOTAL	\$ 510,500.00
	SUM OF ALL TOTALS		SUM OF ALL TOTALS		SUM OF ALL TOTALS

OPTIONAL YEARS:

	YEAR 4		YEAR 5
GRAND TOTAL	\$ 565,250.00	GRAND TOTAL	\$ 590,250.00
	SUM OF ALL TOTALS		SUM OF ALL TOTALS

FIVE (5) YEAR GRAND TOTAL BID PRICE: \$2,900,683.04

D.) ASPHALT PRICE PER SQ. FT FOR SERVICE CUT DEPTHS GREATER THAN SPECIFIED IN THE SERVICE CUTS LIST (EXHIBIT 1)

YEAR 1		YEAR 2		YEAR 3	
4 INCHES	\$ 7.49	4 INCHES	\$ 7.99	4 INCHES	\$ 8.49
5 INCHES	\$ 7.69	5 INCHES	\$ 8.19	5 INCHES	\$ 8.69
6 INCHES	\$ 7.89	6 INCHES	\$ 8.39	6 INCHES	\$ 8.89
7 INCHES	\$ 8.09	7 INCHES	\$ 8.59	7 INCHES	\$ 9.09
8 INCHES	\$ 8.29	8 INCHES	\$ 8.79	8 INCHES	\$ 9.29
YEAR 4		YEAR 5			
4 INCHES	\$ 8.99	4 INCHES	\$ 9.49		
5 INCHES	\$ 9.19	5 INCHES	\$ 9.69		
6 INCHES	\$ 9.39	6 INCHES	\$ 9.89		
7 INCHES	\$ 9.59	7 INCHES	\$ 10.09		
8 INCHES	\$ 9.79	8 INCHES	\$ 10.29		

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.

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 9, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Kwame P. Reed, Acting City Manager *KPR*

SUBJECT: Adopt a Resolution Authorizing the Acting City Manager to Enter into a Professional Services Agreement with Shield Protection & Public Safety, Inc., DBA Spearhead Protection for Private Security Services of City-Owned Assets and Parking Lots in the Rivertown/Downtown Area, for an Amount Not to Exceed \$50,000 in Fiscal Year 2023-24 and \$100,000 in Fiscal Year 2024-25

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution authorizing the Acting City Manager to enter into a professional services agreement with Shield Protection & Public Safety, Inc., DBA Spearhead Protection, for private security services of City-owned assets and parking lots in the Rivertown/Downtown area for an amount not to exceed \$50,000 in fiscal year 2023-24 and \$100,000 in fiscal year 2024-25.

FISCAL IMPACT

Sufficient funding is available in the City Manager's department adopted 2023-25 General Fund budget.

DISCUSSION

Over the past 18-24 months, Rivertown/Downtown business owners and their customers have experienced an increase in criminal activities either on or near city-owned public parking lots. In late 2022, a group of business owners began working with City staff on identifying viable solutions to improve the safety of the Rivertown/Downtown area. In addition to several of the businesses hiring their own private security, one proposed solution consisted of the City hiring a private security firm to monitor City-owned assets and parking lots. The security service provider would function as a visual deterrent and would have the ability to identify potential safety issues and report those issues to Antioch Police.

At their December 13, 2022 Council Meeting, the Antioch City Council gave direction to the staff to issue a request for qualifications (“RFQ”) for private security services. Unfortunately, a series of staff changes resulted in the RFQ being issued a total of three times. On September 22, 2023, eight private security companies submitted their qualifications for consideration. Staff has determined the best qualified company for this effort is Spearhead Protection.

Spearhead Protection is an Antioch-based company that has worked with public and private clients throughout the state. The provided security service will include 7 hours of security between 5pm and midnight, seven (7) days a week including holidays. Spearhead Protection will provide one uniformed security guard that will patrol the Rivertown/Downtown area in a marked security vehicle performing checks at nine locations in the area.

Staff is requesting authorization to enter into a professional services agreement with Spearhead Protection for the remainder of the 2023-24 fiscal year and the entire 2024-25 fiscal year. If approved, the Acting City Manager will execute an agreement with Spearhead Protection in a form approved by the City Attorney.

ATTACHMENTS

- A. Resolution
- B. RFQ for Private Security Services of City-Owned Assets and Parking Lots

ATTACHMENT “A”

RESOLUTION NO. 2024/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING THE ACTING CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH SHIELD PROTECTION & PUBLIC SAFETY, INC, DBA SPEARHEAD PROTECTION FOR PRIVATE SECURITY SERVICES OF CITY-OWNED ASSETS AND PARKING LOTS IN THE RIVERTOWN/DOWNTOWN AREA FOR AN AMOUNT NOT EXCEEDUBF \$50,000 FOR FISCAL YEAR 2023-24 AND \$100,000 FOR FISCUAL YEAR 2024-25

WHEREAS, on December 13, 2022, the Antioch City Council directed staff to issue a request for qualifications (“RFQ”) for private security patrol services in the Rivertown/Downtown area to address the growing concerns of business owners related to increased criminal activity;

WHEREAS, the City desires to hire a private security company that would function as a visual deterrent and would have the ability to identify potential safety issues and report those issues to the Antioch Police Department from their monitoring of City-owned assets and parking lots;

WHEREAS, on September 22, 2023, eight private security companies submitted their qualifications for consideration; and

WHEREAS, staff has determined the best qualified company for this effort is Spearhead Protection.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby authorizes the Acting City Manager to enter into Professional Services Agreement with Shield Protection & Public Safety, Inc., DBA Spearhead Protection, for private security services of City-owned assets and parking lots in the Rivertown/Downtown area for an amount not to exceed \$50,000 in fiscal year 2023-24 and \$100,000 in fiscal year 2024-25 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 regular meeting thereof, held on the 9th day of January 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT B



REQUEST FOR QUALIFICATIONS (RFQ) for Private Security Services Downtown/Rivertown City Owned Assets and Parking Lots

Submission Deadline:
Friday, September 22, 2023, at 3:00PM

CITY OF ANTIOCH | CITY MANAGER'S OFFICE
200 H Street, 3RD Floor, Antioch, CA 94509 | (925) 779-7011
Attention: Kwame P. Reed, Acting City Manager

INTRODUCTION

The City of Antioch ("City") owns several developed and undeveloped properties and other real property assets in and around Downtown Antioch, also known as Rivertown. Over recent months, Downtown business owners have informed the City of increased criminal property damage caused, in part, by unsecured public parking lots. The City desires to engage a private security contractor to provide security patrol services for these public parking lots to discourage criminal activity.

This Request for Proposal may be obtained online at <https://www.antiochca.gov/rfps/>. All interested firms shall submit five (5) copies of their Statement of Qualifications to the City Manager's office no later than **3:00 p.m. on September 22, 2023**. All responses must be addressed to the attention of the Acting City Manager and marked on the outside, "**Response for Private Patrol Security Services**." Submittals that are not received at the designated address on or before the specified deadline will not be accepted.

Any questions or requests regarding this RFQ may be submitted electronically to Kwame Reed, Acting City Manager at kreed@antiochca.gov.

Below is a proposed schedule for this RFQ for **Private Security Services**. The City of Antioch reserves the right to alter the following schedule as necessary.

Event	Proposed Timeline
RFQ Issued	September 1, 2023
Qualification Due	September 22, 2023, at 3:00 pm
Initial Review	September 25 -29, 2023 /subject to change
Interviews (tentative, if necessary)	Week of September 25-29, 2023
Announcement of Selected Provider (Post City Council Approval)	Week of October 9-13, 2023

BACKGROUND

Antioch has a history that starts before California became a state. The area was originally settled in the late summer of 1850 and incorporated as a City in 1872. Located on the banks of the San Joaquin

River and being the second largest City in Contra Costa County with a population of over 115,000; the City offers endless outdoor activities and is a thriving business hub.

Families with dreams of homeownership come to Antioch for its beautiful neighborhoods, parks, and natural beauty. Land remains plentiful and affordable, compared with other parts of the Bay Area. Antioch is one of the few Bay Area communities that offers naturally affordable housing. The pace of development in Antioch has spurred activity for the healthcare industry, financial and insurance institutions, contractors, and other types of businesses. Increased development has created increased employment in schools, hospitals, and other local service sectors. Bringing quality jobs to Antioch is one of the City Council and Communities priorities.

The City of Antioch was incorporated in February 1872 as a General Law City and operates under a Council-Manager form of government. Policymaking and legislative authority is vested in a five-member City Council consisting of a Mayor and four Council Members. The four Council Members are elected to four-year overlapping terms. The Mayor is directly elected to a four-year term. The Council appoints the City Manager, City Attorney, and members of advisory committees.

Antioch is a community that is proud of its heritage; a community that provides an opportunity to live, learn, work, worship and play in a safe, stimulating, and diverse community; a community that is a responsible steward of its economic and natural resources; a community that recognizes its responsibility to the vast Delta Region, and will be a pro-active advocate and a leader in promoting regional cooperation.

SCOPE OF SERVICES

The objective of this Request for Qualification (RFQ) process is to establish a list of qualified private patrol security service providers to provide private patrol security services for City-owned public parking lots located in Downtown Antioch. A map of these facilities is attached. The patrol is expected to be actively engaged in patrol from 10:00 pm to 6:00 am daily.

The consultant or the City may propose additional tasks as deemed necessary to complete the assignments. Any additional work shall be compensated as agreed upon in the consultant's contract with the City.

SUBMISSION REQUIREMENTS

All proposals should be concise, to the point, and should include the following information organized as separate sections of the proposal.

I. Letter of Interest.

All proposals shall be accompanied by a letter addressed to Kwame Reed, Acting City Manager, signed by an officer authorized to commit firm resources. The letter shall include the following:

- a. The name of the proposing firm, the primary contact, mailing and physical address, telephone number and email address.
- b. Cover letter stating interest in the work and whether the consultant provides services related to state government, federal government, or both.
- c. Certification that (1) all information submitted in the proposal is true and correct, (2) the person signing the proposal has the full authority to do so on behalf of the firm, (3) the fees proposed have not been knowingly disclosed, directly or indirectly, to any other firm responding to this RFQ, and (4) no attempt has been made by the proposing firm to induce any other company to submit or not submit a response to this RFQ for the purpose of restricting competition.

II. Previous Experience.

Statement of previous experience and expertise, including a minimum of three other local governments for which Proposer has provided similar services. Provide clear and concise description of relevant experience and expertise of the firm and the qualifications of the individuals that would perform both the requested and required work, including all applicable education, experience, licenses, and professional designations.

III. Staffing and Qualifications

Names and qualifications of key personnel assigned to this project, including resumes.

Names of qualified subcontractors, if any, including resumes of key subcontractor personnel.

IV. References

All proposals shall include a minimum of three client references, with at least one reference being a recent municipal client. References should include the client's name, contact person, mailing address, telephone number and email address.

V. Professional Services Agreement; Exceptions to the Specifications

Provide a statement that Proposer has reviewed the City's standard Professional Services Agreement (Attachment 1) and is able to meet the requirements in the Agreement with specific attention to the insurance requirements. Untimely exceptions to the proposal specifications or the Professional Services Agreement are waived.

VI. Fee Proposal

All proposals shall include a detailed explanation of the fees and costs to be charged to the City for the services described in this RFQ. Please note that travel time to Downtown Antioch or other deployment must be called out specifically if anticipated.

EVALUATION PROCESS

Proposals will be evaluated in accordance with the criteria outlined in the section entitled Submission Requirements. Proposals will be evaluated for specificity, completeness, personnel qualifications, and demonstrated knowledge and experience as described in the section entitled Scope of Services.

Phases of Evaluation. Proposals will be reviewed by committee in four general phases:

- a. All proposals will be evaluated based on the submission requirements and criteria.
- b. The Committee shall rate and compose a short list of Providers based on the submission requirements and criteria.
- c. Fee proposals will be reviewed and evaluated.
- d. The Committee may require an interview of Respondents (and key personnel).

The City will select the consultant based on demonstrated competence and on the possession of the professional qualifications necessary for the satisfactory performance of the services required. The agreement may not necessarily be awarded to the lowest responsible proposer.

When selecting the consultant, the skill and ability of the entity or personnel performing the services is a key component of the selection criteria.

OTHER TERMS AND CONDITIONS

I. Reservation of Rights.

The Antioch City Manager's Office reserves the right to cancel this RFQ, or to reject, in whole or in part, any and all proposals received in response to this RFQ. The Antioch City Manager's Office, upon its determination, further reserves the right to waive any minor informality in any proposals received, if it is in the public interest to do so. The determination of the criteria and process whereby proposals are evaluated, the decision as to who shall receive a contract award, or whether or not to award, shall be made as a result of the RFQ and at the sole and absolute discretion of the Antioch City Manager's Office.

II. Payment Terms.

Providers will be required to submit invoices on a monthly basis. The invoice will include a breakdown of all services provided and the hourly rate for such services.

ATTACHMENTS

Attachment 1 – Standard Professional Services Agreement

Attachment 2 – Facilities Map

Remainder of this page intentionally left blank

**CONSULTING SERVICES/PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF ANTIOCH AND**

_____**[NAME OF CONSULTANT]**_____

THIS AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 202__ ("**Effective Date**") by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 ("**City**") and _____ ("**Consultant**"). City and Consultant individually are sometimes referred to herein as "**Party**" and collectively as "**Parties.**"

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to provide to City the services described in the Scope of Work attached as Exhibit A attached hereto and incorporated herein 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 Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on _____, the date of completion specified in Exhibit A, and Consultant shall complete the Services described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect the City's right to terminate the Agreement, under Section 8.

1.2 Standard of Performance. Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform Services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

SECTION 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed _____, notwithstanding any contrary indications that may be contained in Consultant's proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for Services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the Services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of

contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

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

2.2 Payment Schedule.

2.2.1 City shall make incremental payments, based on invoices received, [according to the payment schedule attached as Exhibit B and incorporated herein], for Services satisfactorily performed, in accordance with the requirements of this Agreement, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.

2.2.2 City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City a final invoice, if all services required have been satisfactorily performed.]

2.3 Total Payment. City shall pay for the Services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering Services pursuant to this Agreement, unless expressly provided for in Section 2.5.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.4 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule in Exhibit B.

2.5 Reimbursable Expenses. Reimbursable expenses are specified below, and shall not exceed (\$). Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

Reimbursable Expenses are:

2.6 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.7 Authorization to Perform Services. The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until Consultant receives authorization to proceed from the Contract Administrator.

SECTION 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Insurers shall have an AM Best rating of no less than A:VII unless otherwise accepted by the City in writing:

4.1 Commercial General Liability (CGL). Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** 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. If Consultant's services include work within 50 feet of a railroad right of way, the Consultant shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

4.2 Automobile Liability Insurance. ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

4.3 Workers' Compensation Insurance. Workers' Compensation 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** per accident for bodily injury or disease.

4.4 Professional Liability (Errors and Omissions). Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

4.5 Other Insurance Provisions. Unless otherwise specified below, all insurance policies are to contain, or be endorsed to contain, the following provisions:

4.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. CGL coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used). This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

4.5.2 Primary Coverage. For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

4.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

4.5.4 Waiver of Subrogation. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant 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. This requirement shall only apply to the CGL, Automobile Liability and Workers' Compensation/Employer's Liability Insurance policies specified above.

4.5.5 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant 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.

4.5.6 Claims made policies. If any of the required policies provide claims-made coverage:

4.5.6.1 The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

4.5.6.2 Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

4.5.6.3 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 Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

4.6 Certificate of Insurance and Endorsements. Consultant 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 Consultant'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.

4.7 Subcontractors. Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

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

4.9 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.

4.10 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise, any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due to Consultant under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or,
- Terminate this Agreement.

SECTION 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to City), 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 acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

5.1.1 Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

5.2 By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

SECTION 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 1.3; however, otherwise City shall not have the right to control the manner or means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in the California Public Employees Retirement System

(PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Consultant Not Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

SECTION 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the Services.

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Section in any subcontract approved by the Contract Administrator or this Agreement.

7.6 California Labor Code Requirements. Consultant 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, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant 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 Consultant and all subconsultants 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.

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 Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the full term of this Agreement and require the same of any subconsultants, 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.

This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant 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 Consultant or any subcontractor.

SECTION 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement only for cause upon thirty (30) days’ written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for Services performed satisfactorily to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 Extension. City may, in their sole and exclusive discretion, extend the end date of the term of this Agreement beyond that provided for in Section 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the Parties.

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant’s unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

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

8.6.1 Immediately terminate the Agreement;

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

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, drawings, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

9.2 Confidentiality. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the Services under this Agreement in any publication without the prior written consent of the City.

9.3 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for Services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant.

9.4 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

9.5 Intellectual Property. The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

SECTION 10. MISCELLANEOUS PROVISIONS.

10.1 Venue. In the event either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

10.2 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.3 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

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

10.5 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

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

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

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code Section 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.7 Inconsistent Terms. If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.

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

10.9 Contract Administration. This Agreement shall be administered by [REDACTED] ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Consultant shall be sent to:

Any written notice to City shall be sent to:

[INSERT DEPARTMENT/NAME]

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

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

10.11 Integration. This Agreement, including all exhibits and other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

CITY:

CITY OF ANTIOCH

Kwame P. Reed, Acting City Manager

Attest:

Elizabeth Householder
City Clerk

Approved as to Form:

Thomas Lloyd Smith, City Attorney

CONSULTANT:

[NAME OF CONSULTANT]

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]

Downtown Public Parking Lots



SAMPLE

EXHIBIT B
PAYMENT SCHEDULE

SAMPLE



BBK

BEST BEST & KRIEGER ^{LLP}
ATTORNEYS AT LAW

Tools for Addressing Substandard Properties

With an Emphasis on Health & Safety Code Receiverships

About Us



12

OFFICES

250

ATTORNEYS

130+

YEARS OF SERVICE

Best Best & Krieger serves as a trusted partner and strategist to public and private sector clients across the nation. With offices spanning from coast to coast, the firm's attorneys provide innovative legal solutions and cost-effective representation, working to protect and advance clients' interests at every turn. BB&K is recognized for decades of groundbreaking successes, loyal service, and a culture of inclusion and respect.

Presenter



Charisse L. Smith

Of Counsel

charisse.smith@bbklaw.com

(909) 466-4907

As the director of Best Best & Krieger's Civil Code Enforcement practice, Charisse L. Smith skillfully assists California cities and public agencies with all aspects of complex code compliance and enforcement prosecution.

Charisse has more than 20 years of experience handling a full range of sensitive health, safety and permitting issues, civil litigation, receiverships and more. She has successfully handled hundreds of code enforcement matters and related litigation on behalf of municipal entities.

With additional background in business and real estate litigation, Charisse provides clients with well-rounded perspective, guidance and solutions. She is a skilled negotiator and gaining compliance with the municipal code is always her top priority.

Agenda



1. City Abatement
2. Criminal Prosecution
3. Civil Prosecution
4. Discussion of Good Receivership Candidates
5. What to Expect Through the Litigation Process
6. What to Expect During the Receivership Process
7. Before and After Photos of Recent Case (Time Permitting)

- **Antioch Municipal Code Title 5, Chapter 1, Article 2**
 - **PROS:** Fast and fairly easy compared to litigation; costs recovered through special assessment
 - **CONS:** Could be more costly than litigation; could lead to a lawsuit against the City if not properly noticed.
 - **Best Cases:** Small stakes – landscaping, inoperable vehicles, demolishing an outbuilding, securing abandoned property, etc.

Criminal Prosecution



- **Antioch Municipal Code § 1-2.01** (City Attorney's Office may prosecute violations of the Antioch Municipal Code)
 - Each violation of the AMC is a misdemeanor unless the City Attorney reduces the violation to an infraction
 - Best cases: AMC property appearance type violations that do not rise to the level of substandard conditions affecting life, health, or safety; owner is somewhat cooperative and can be located for prosecution

Civil Prosecution



- **California Code of Civil Procedure §§ 526(a)(1) and 731, and Health and Safety Code § 17980.7**
- Seek an Injunction ordering the Owner to Comply
- Seek an Order Appointing a Receiver
- Enter into a Settlement Agreement with Owner or Prospective Buyer regarding Rehabilitation
- **AMC §§1-2.03 and 1-2.04**, seek civil penalties (\$1,000 per violation/per day)

Good Receivership Candidates

Neglected Residential Property



- Deceased Owner
- Non-Responsive Owner
- Slum Lord
- Fraud
- Pre-foreclosure / Foreclosure
- Abandoned vs. Occupied
- Incompetent Owner
- Recently: Marijuana Grow Houses

What is a Residential Property?

- Single-Family Residence
- Motel / Hotel
- Apartment Complex
- Commercial or Industrial???
- If it is neglected by the Owner and being used as housing, even by transients, probably.

Abandoned v. Owner-Occupied

Abandoned / Rental: Ideal Cases



Owner-Occupied: More Difficult



Health and Safety Code §17980.6



- Building maintained in a manner that violates Health and Safety Code §17920.3 or other similar local ordinances
- Nature of the Violations must be extensive and of such a nature that the health and safety of the occupants or the public is substantially endangered
- City must be able to establish why the public is substantially endangered

Nature of Violations: Published Cases



- *City of Crescent City v. Reddy* (2017)

9 Cal.App. 5th 458: Motel with exposed electrical wiring, leaking plumbing, broken windows and holes in the walls, moldy and filthy conditions in many rooms, water damage to the foundation, a dilapidated roof, lack of proper weather protection, and junk and trash throughout the grounds

- *City of Riverside v. Horspool* (2014)

223 Cal.App.4th 670: Unoccupied SFR with substantial exterior violations and the kitchen was gutted, asbestos debris was piled on the floor, there was mold on the walls of the den/patio, exposed wiring, and no functioning bathroom due to lack of toilets, sinks and bathtubs

LITIGATION: What to Expect



- Owner / Lender may now be more willing to cooperate
- Owner may want to sell property “As Is”
- Lender may now be more apt to approve a short sale, if necessary
- Lender may foreclose and correct violations
- Owner / Lender may oppose the need for litigation, an injunction, or the appointment of a receiver

LITIGATION, cont.



- If Owner responds, allow Owner additional time to voluntarily comply, depending on the circumstances
- If owner fails to respond appropriately, file Motion to Appoint a Receiver
- If unable to serve summons or if owner is deceased, will need to publish the summons for effective service

- **Receivership Hearing**

- Judge may take several actions:

- Order Owner to abate (issue preliminary injunction and set new hearing date)
 - Continue hearing to give Owner additional time
 - Appoint Receiver now
 - Appoint Receiver, but at a future date to allow more time

RECEIVERSHIP: What to Expect



- **After RECEIVER is Appointed**
 - More thorough economic feasibility study
 - Develop a rehab plan
 - Rehab
 - Demo
 - Sell “As Is” to Investor

RECEIVERSHIP, cont.



- **FINAL STEPS**

- Receiver rehabs or sells property and oversees rehab
- Owner / Lender given opportunity to redeem if Receiver borrowed funds for rehab
- If no redemption, Receiver seeks court permission to sell the property
- Receiver pays off his lender and holds funds until court makes a determination on distribution (Receiver, City, Lender, Owner if anything remains)
- Dismiss case upon distribution

Pitfalls and Potential Problems



- Owner brings Property into compliance and argues City did not allow reasonable opportunity for Owner to comply
- Owner files Bankruptcy after rehab but before sale of Property
- HUD, federal or state tax liens exceeds the value of the Property
- Lender argues that City fees and costs cannot take priority over their lien (“first in time, first in right” argument)



BBK
BEST BEST & KRIEGER LLP
ATTORNEYS AT LAW



BBKLAW.COM

3142 Clover Lane

GS Strategies, Inc.
Receiver | Broker | Property Manager



GS Strategies, Inc.
Receiver | Broker | Property Manager

Before:



After:



GS Strategies, Inc.
Receiver | Broker | Property Manager

Before:

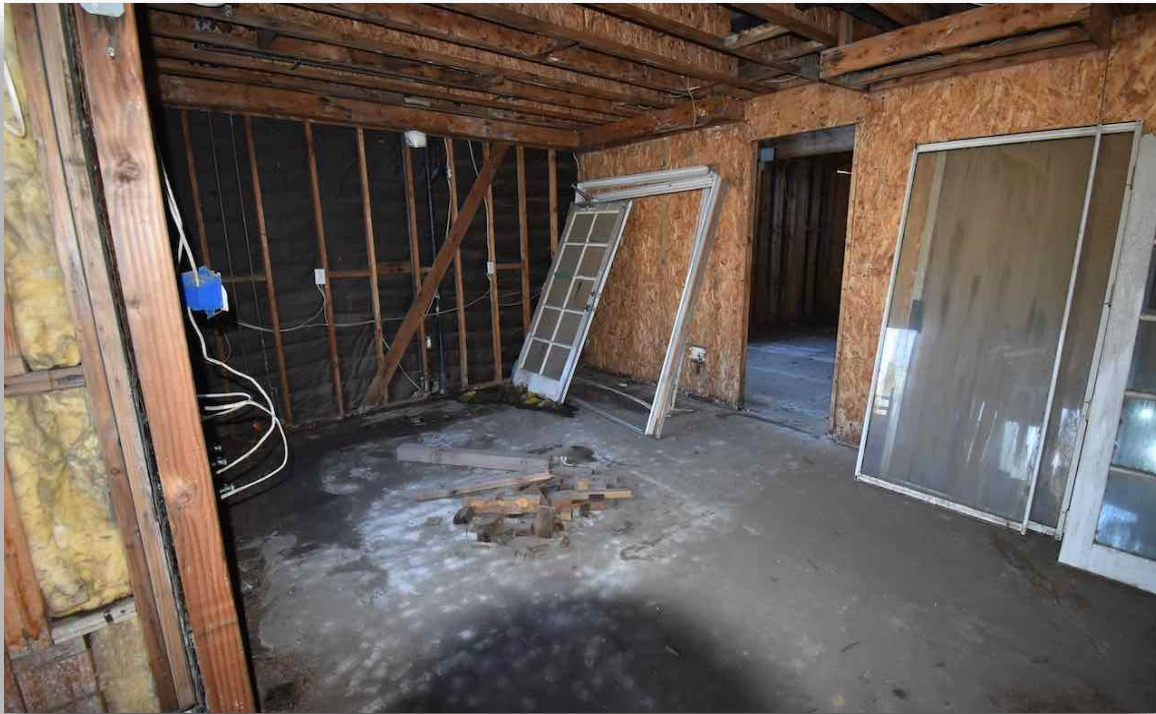


After:



GS Strategies, Inc.
Receiver | Broker | Property Manager

Before:



After:



GS Strategies, Inc.
Receiver | Broker | Property Manager

Before:

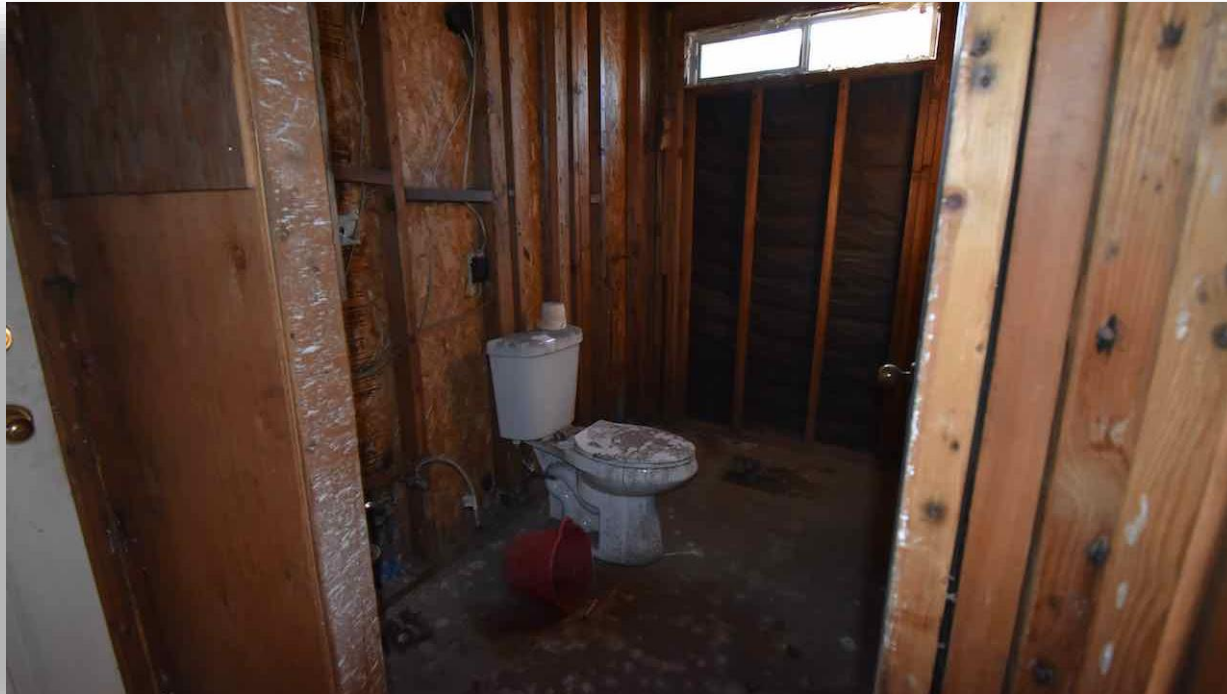


After:



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After:



Before:



After:



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Questions?

Charisse L. Smith

charisse.smith@bbklaw.com | 909-466-4907

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