

CITY OF
ANTIOCH
CALIFORNIA

ANNOTATED AGENDA

**Antioch City Council
REGULAR MEETING**

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

Date: Tuesday, February 27, 2024

**Time: 5:30 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 A. Hernandez-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

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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 – CLOSED SESSION – for Council Members – *All Present*

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS *for Closed Session – None*

CLOSED SESSION:

- 1) CONFERENCE INVOLVING JOINT POWERS AGENCY** – Municipal Pooling Authority and ERMA (Employment Risk Management Authority) – This closed session is authorized pursuant to California Government Code section 54956.96. Discussion will concern: City risk management assessment; Name of local agency representative on joint powers agency board: City Attorney Thomas Lloyd Smith, City of Antioch; Appearing on behalf of joint powers board: Linda Cox, Municipal Pooling Authority and Rob Kramer, ERMA (Employment Risk Management Authority).

Direction provided to Acting City Manager and City Attorney

- 2) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – pursuant to California Government Code section 54956.9: Bullock v. City of Antioch, Superior Court of California Contra Costa County, Case No. MSC19-01331.

No reportable action

CLOSED SESSION – Continued

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

Direction provided to Human Resources Director and City Attorney

- 4) **CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Session with the City's Labor Negotiators is authorized by California Government Code section 54957.6; City designated representatives: Acting City Manager Kwame P. Reed, City Attorney Thomas Lloyd Smith, and Human Resources Director Ana Cortez; Employee organizations: Antioch Public Works Employees Association and Management Unit.

Direction provided to Acting City Manager

5:32 P.M. MOTIONED TO ADJOURN TO CLOSED SESSION

7:02 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

COUNCIL MEMBER OGORCHOCK REQUESTED A MOTION TO SUSPEND THE RULES TO MOVE UP AGENDA ITEM #3; MAYOR PRO TEM WILSON MADE A SUBSTITUTE MOTION TO MOVE AGENDA ITEMS #3 AND #4 TO BE HEARD AS THE NEXT ORDER OF BUSINESS; APPROVED, 5/0

3. INTRODUCTION OF NEW CITY EMPLOYEES

4. PROCLAMATIONS

- *In Honor of Bob Butler Week, February 23 – 29, 2024*
- *American Red Cross Month, March 2024*

Approved, 5/0

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

**MAYOR PRO TEM WILSON REQUESTED A MOTION TO SUSPEND THE RULES TO MOVE
CONSENT CALENDAR ITEM 'F' TO BE HEARD AS THE NEXT ORDER OF BUSINESS;
APPROVED, 5/0**

F. DISPLAY OF THE PAN-AFRICAN FLAG AT CITY HALL

**Reso No. 2024/23 adopted with the amendment
to display the Pan-African Flag until Juneteenth 2024, 5/0**

Recommended Action: It is recommended that the City Council move to adopt the resolution directing the Acting City Manager or designee to fly the Pan-African Flag at City Hall throughout the month of February 2024 in recognition of Black History Month in the City of Antioch.

7:33 P.M. RECESS TAKEN TO FLY THE PAN-AFRICAN FLAG AT CITY HALL

7:40 P.M. RECONVENED, ROLL CALL – All Present

**COUNCIL MEMBER OGORCHOCK REQUESTED A MOTION TO SUSPEND THE RULES TO
MOVE THE REMAINING CONSENT CALENDAR AGENDA ITEMS TO BE HEARD AS NEXT
ORDER OF BUSINESS; APPROVED, 5/0**

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

A. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR JANUARY 30, 2024

Approved, 5/0

Recommended Action: It is recommended that the City Council approve the Special Meeting Minutes.

B. APPROVAL OF COUNCIL MEETING MINUTES FOR FEBRUARY 13, 2024

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.

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

- E.** SECOND READING – PG&E SERVICE CENTER SECOND READING (PD-21-05, UP-21-14, DR2023-0022)

Ord. No. 2238-C-S adopted, 5/0

Recommended Action: It is recommended that the City Council adopt an ordinance rezoning the project site to Planned Development (PD).

[ITEM 'F' MOVED UP]

- G.** ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE WATER MAIN REPLACEMENT AT VARIOUS LOCATIONS (P.W. 503-19)

Reso No. 2024/24 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution accepting work and authorizing the Acting City Manager or designee to file a Notice of Completion for the Water Main Replacement at Various Locations Project.

- H.** ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE WEST ANTIOCH CREEK SILT REMOVAL (P.W. 201-5A)

Reso No. 2024/25 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution accepting work and authorizing the Acting City Manager or designee to file a Notice of Completion for the West Antioch Creek Silt Removal Project.

- I.** APPROVAL OF EXTRA STREET SWEEPING SERVICES FROM SWEEPING CORPORATION OF AMERICA UTILIZING THE SOURCEWELL COOPERATIVE PURCHASING AGREEMENT NO. 062421-SWP

Reso No. 2024/26 adopted, 5/0

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

- 1) Approving the proposal from Sweeping Corporation of America for extra street sweeping services in the amount of \$100,270 in Fiscal Year 2023/24 and \$210,565 in Fiscal Year 2024/25 for a total contract amount not to exceed \$310,835; and
- 2) Authorizing the Acting City Manager to execute procurement of extra street sweeping services utilizing Sourcewell Cooperative Purchasing Contract No. 062421- SWP with Sweeping Corporation of America.

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

J. CONSIDERATION OF BIDS FOR THE COUNTRY HILLS DRIVE SOUNDWALL REPLACEMENT (P.W. 561-3)

Reso No. 2024/27 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution awarding the construction agreement to the lowest, responsive, and responsible bidder, B and D Excavation and Construction, for the Country Hills Drive Soundwall Replacement in the amount of \$767,300 and authorizing the Acting City Manager or designee to execute the construction agreement.

K. AMENDMENT TO THE CONSTRUCTION AGREEMENT WITH CRUSADER FENCE COMPANY FOR THE ANTIOCH WATER PARK PERIMETER FENCE REPAIR (P.W. 567-11)

Reso No. 2024/28 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving a first amendment to the construction agreement with Crusader Fence Company for the Antioch Water Park Perimeter Fence Repair Project in the amount of \$124,461 for a total contract amount of \$242,286.

L. INITIATE PREPARATION OF THE STREET LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT CITY ENGINEER'S REPORT FOR FISCAL YEAR 2024/25

Reso No. 2024/29 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution directing the Acting City Engineer to prepare a consolidated Engineer's Report for Fiscal Year 2024/25 Street Lighting and Landscape Maintenance District assessments.

PUBLIC HEARING – Continued from February 13, 2024, Council Meeting

1. ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH, CALIFORNIA, ADDING CHAPTER 4 TO TITLE 4 (PUBLIC SAFETY) OF THE ANTIOCH MUNICIPAL CODE RELATING TO ORGANIZING OR ADVERTISING STREET RACING, SIDESHOWS, AND RECKLESS DRIVING EXHIBITIONS

To March 12, 2024, for Adoption, 5/0

Recommended Action: It is recommended that the City Council introduce by title only and waive further reading of the ordinance adding Chapter 4 to Title 4 (Public Safety) of the Antioch Municipal Code relating to "Organizing or Advertising Street Racing, Sideshows, and Reckless Driving Exhibitions."

COUNCIL REGULAR AGENDA – Continued from February 13, 2024, Council Meeting

2. BUDGET REQUESTS CONTINUED FROM NOVEMBER 28, 2023

Reso No. 2024/30 adopted to include funding for two Police Dispatchers and the Water Park Maintenance Fund, 4/0/1 (Torres-Walker – Abstained)

Recommended Action: It is recommended that the City Council adopt a resolution approving amendments to the 2023/24 and 2024/25 fiscal year budgets for staffing and other items considered at the meeting of February 27, 2024.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

5. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- BOARD OF ADMINISTRATIVE APPEALS
- PARKS AND RECREATION COMMISSION
- 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

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 10:30 p.m., 5/0



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 27, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Thomas Lloyd Smith, City Attorney TLS

SUBJECT: Adoption of an Ordinance of the City Council of the City of Antioch, California, Adding Chapter 4 to Title 4 (Public Safety) of the Antioch Municipal Code Relating to Organizing or Advertising Street Racing, Sideshows, and Reckless Driving Exhibitions

RECOMMENDED ACTION

Introduce by title only and waive further reading of the ordinance adding Chapter 4 to Title 4 (Public Safety) of the Antioch Municipal Code relating to "Organizing or Advertising Street Racing, Sideshows, and Reckless Driving Exhibitions."

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

SUMMARY

The proposed ordinance ("Ordinance") would make advertising or organizing an illegal street race, sideshow, or reckless driving exhibition on or in a public highway or offstreet parking facility a violation of the Antioch Municipal Code.

BACKGROUND

On November 14, 2023, the City Council considered, as a discussion item, a proposed Ordinance prohibiting spectators at illegal street races, sideshows, or reckless driving exhibitions on or in public highways or offstreet parking facilities within the City. During that discussion, the City Council provided direction that the Council did not want to criminalize the act of being a spectator at an illegal race, instead Council sought to focus on the actions of more culpable individuals, such as individuals who may directly organize or advertise such activities.

Staff now proposes an Ordinance for consideration by the City Council that would prohibit advertising or organizing various types of illegal street races, sideshows, or reckless driving exhibitions on or in public highways or offstreet parking facilities within the City.

ANALYSIS

The California Vehicle Code (CVC) criminalizes engaging in motor vehicle speed

contests, speed exhibitions, and reckless driving, including aiding and abetting these activities. Under state law, violators are guilty of a misdemeanor and face penalties including up to 90 days in jail, a fine of \$1,000, or both, 40 hours of community service, and suspension of a perpetrator's driver's license for three to six months. Increased penalties are imposed on repeat violators or violations resulting in serious bodily injury.

Despite law enforcement efforts to enforce the existing State regulations, the City's streets have been the site of continuing illegal sideshows, speed contests, and exhibitions of speed over several years. These events attract spectators. The presence of spectators encourages street racing to continue, which creates a public nuisance that generates noise, air pollution, an increase in traffic accidents, property crimes and damage, personal injuries, deaths, and calls for law enforcement and emergency medical services. California DMV reported a significant increase in 2021 in the number of reckless driving citations statewide and an 80% increase in excessive speed violations. The California Highway Patrol has reported as of May 2023 that, in the past five years, 264 collisions statewide attributed to street racing and sideshows, resulting in 30 fatalities and 124 serious injuries. Therefore, illegal street racing poses an imminent risk to the health and safety of participants, spectators, and the general public.

The Ordinance attempts to discourage illegal sideshows, street races, and exhibitions of speed within the City, by regulating the organizing or advertising of such activities. The following activities would be specifically prohibited:

- Knowingly organizing a street race, sideshow, reckless driving exhibition, or exhibition of speed conducted within the City on a public street, highway, or in an offstreet parking facility.
- Advertising, within the City, a street race, sideshow, or exhibition of speed conducted or to be conducted in the City on a public street, highway, or in an offstreet parking facility.
- Advertising online, including on social media, a street race, sideshow, or exhibition of speed conducted or to be conducted in the City on a public street, highway, or in an offstreet parking facility.

The Ordinance targets a clear, limited population and gives proper notice to individuals as to which activities are lawful and which activities are unlawful. Advertising illegal activity is not constitutionally protected speech. The Ordinance includes proper exclusions to prevent interference with or inhibition of any lawful exercise of constitutionally protected rights of freedom of press and freedom of speech.

ATTACHMENTS

A. Ordinance

ORDINANCE NO. __

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH,
CALIFORNIA, ADDING CHAPTER 4 TO TITLE 4 (PUBLIC SAFETY) OF THE
ANTIOCH MUNICIPAL CODE RELATING TO ORGANIZING OR ADVERTISING
STREET RACING, SIDESHOWS, AND RECKLESS DRIVING EXHIBITIONS**

WHEREAS, motor vehicle speed contests and exhibitions of speed, more commonly referred to as “street races,” and common acts of reckless driving often occur during, or when preparations are being made for, such illegal street races. This includes pre-race events referred to as “sideshows” or motorcycle “stunting” in which groups of people block streets and sidewalks to form sideshow or stunt areas in conjunction with street races;

WHEREAS, street races, sideshows, and motorcycle stunting pose an immediate threat to the health and safety of the public, interfere with pedestrian and vehicular traffic, create a public nuisance, and inhibit private business owners from enjoying the use of their property within the City;

WHEREAS, groups of racers, sideshow participants, stunters, and spectators gather on the streets and in off-street parking facilities and, among other things, block traffic on the streets and sidewalks in order to form a racetrack, sideshow or stunt area, and otherwise encourage, aid, and abet the street racing process;

WHEREAS, illegal street racers accelerate to high speeds, which increases the risk of harm to oncoming traffic, pedestrians, or other vehicles, and the racers drive quickly from street to street, race for several hours, and then move to different locations upon the arrival of law enforcement;

WHEREAS, these activities often result in an increase in traffic accidents, property crimes and damage, personal injuries, deaths, and calls for law enforcement and emergency medical service;

WHEREAS, these illegal street racing activities pose an imminent risk to the health and safety of participants, spectators, and the general public;

WHEREAS, pursuant to California Vehicle Code sections 23103, *et seq.*, and 23109, *et seq.*, motor vehicle speed contests, reckless driving, exhibitions of speed conducted on public streets and highways, and reckless driving conducted on public streets, highways, and off-street parking facilities, as well as aiding and abetting in some of these violations, are already illegal under California law;

WHEREAS, the City’s streets have been the site of continuing illegal sideshows, speed contests, and exhibitions of speed over several years, despite law enforcement efforts to prevent and abate these illegal events through the enforcement of existing traffic laws;

WHEREAS, illegal street racing, sideshows, and motorcycle stunting attract many spectators, and the presence of spectators at these events encourages street racing to continue and creates an environment in which illegal activities can flourish;

WHEREAS, illegal street racing, sideshows, and motorcycle stunting can generate revenue for organizers and advertisers;

WHEREAS, advertising illegal activity is not constitutionally protected speech; and

WHEREAS, the City desires to discourage illegal sideshows, street races, and exhibitions of speed by criminalizing the organizing or advertising of such activities within the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES ORDAIN AS FOLLOWS:

Section 1. INCORPORATION OF RECITALS. The foregoing recitals are true, correct, and incorporated by reference as if set forth in full herein.

Section 2. PURPOSE. The purpose of this Ordinance is to discourage and prevent street racing, sideshows, reckless driving exhibitions, and related activities by prohibiting persons from organizing or advertising such events, and providing appropriate enforcement measures to protect the public and deter this criminal activity.

Section 3. ADDITION OF CHAPTER 4. Chapter 4 is hereby added to Title 4 (Public Safety) of the Antioch Municipal Code to read as follows:

“Chapter 4”

Street Racing, Sideshows, and Reckless Driving Exhibitions

- 4-4.101 Findings and Purpose**
- 4-4.102 Definitions**
- 4-4.103 Nonexclusive Remedy**
- 4-4.104 Organizing or Advertising Sideshows, Street Races, and Reckless Driving Prohibited**
- 4-4.105 Relevant Circumstances to Prove a Violation**
- 4-4.106 Enforcement**

4-4.101 Purpose and Incorporation of Recitals

- (A) The streets within the City have been the site of continuing illegal sideshows, speed contests, and exhibitions of speed over several years despite law enforcement efforts to prevent and abate these illegal events through the enforcement of existing traffic laws. Illegal motor vehicle sideshows, speed contests and exhibitions of speed are fueled

by the activities of organizers and advertisers and create an environment in which these, as well as other, illegal activities can flourish. Often, such events generate profit for their organizers and advertisers. The intent and purpose of this Chapter is to discourage the organization and advertising of illegal vehicle sideshows, speed contests, and exhibitions of speed in the City. This Chapter targets a clear, limited population and gives proper notice to individuals as to which activities are lawful and which activities are unlawful. The dangers associated with spectating and participating in illegal sideshows, street races, and exhibitions of speed will be discouraged in part by discouraging organization and advertising of such events in the City.

- (B) This Chapter is not intended to interfere with or inhibit any exercise of constitutionally protected rights of freedom of press and freedom of speech such as (but not limited to) peaceful expressions of political or religious opinions, not involving offensive personal conduct. The City Council finds and declares that advertisements for illegal events such as street racing, motor vehicle sideshows, speed contests, and exhibitions of speed are not legally protected speech.
- (C) This Chapter is intended to compliment state laws governing the regulation of speed contests, exhibitions of speed, and sideshows. This Chapter is not intended to preempt state laws governing the regulation of illegal motor vehicle sideshows, speed contests, and exhibitions of speed events.

4-4.102 Definitions

For purposes of this Chapter, unless a word's context clearly requires otherwise, the following definitions apply:

A. "Advertise" means to promote, publish, announce, or declare the occurrence or fact of an event, for the purpose of either: (i) increasing attendance by participants or spectators at such event or future events of a substantially similar nature; or (ii) soliciting payment, funds, contributions, donations, entry fees, or other consideration. Advertising may be done in writing or orally, by sign, card, or notice, whether electronically or via physical media.

B. "Driver" means any person who drives a motor vehicle.

C. "Event" means an illegal motor vehicle speed contest, exhibition of speed, or sideshow, as those terms are defined in the California Vehicle Code.

D. "Exhibition of speed" means any unlawful motor vehicle exhibition of speed as defined by California Vehicle Code Section 23109(c), as may be amended,

whether or not the exhibition of speed is attended by persons other than the drivers performing such unlawful activity.

E. “Motor vehicle” means a vehicle as defined in California Vehicle Code Section 670, as may be amended.

F. “Motor vehicle speed contest” means any unlawful motor vehicle speed contest, as defined by California Vehicle Code Section 23109(a), as may be amended, whether or not the race is attended by persons other than the drivers racing the vehicles on City streets.

G. “Offstreet parking facility” has the same meaning as set forth in subdivision (c) of California Vehicle Code Section 12500, as may be amended, and includes any public or private parking facility open and accessible to members of the public.

H. “Person” includes any natural person and any legal person, including but not limited to a corporation, partnership, or limited liability company.

I. “Preparations for,” or “Organizing,” any sideshow, street race or reckless driving exhibition includes, but is not limited to, any of the following acts done for the purpose of a sideshow, street race or reckless driving exhibition:

1. One (1) or more motor vehicles and persons have arrived at a predetermined location on a public street or highway or in an offstreet parking facility;
2. Two (2) or more persons have gathered on, or adjacent to, a public street or highway;
3. Two (2) or more persons have gathered in an offstreet parking facility;
4. One (1) or more persons have impeded the free use of a public street, highway, or offstreet parking facility by acts, words, or physical barriers;
5. One (1) or more motor vehicles have lined up on a public street, highway, or offstreet parking facility with motors running;
6. One (1) or more drivers is revving a motor vehicle’s engine or causing the motor vehicle’s tires to spin; or
7. A person is standing or sitting in a location to act as a race starter.

J. “Reckless driving exhibition” means any exhibition of reckless driving as defined in Vehicle Code Section 23103, as may be amended.

K. “Sideshow” means an event in which two or more persons block or impede traffic on a highway for the purpose of performing motor vehicle stunts, street racing, or reckless driving for spectators referred to in subdivision (i)(2)(A) of the California Vehicle Code Section 23109, as may be amended.

L. “Street race” or “street racing” means any motor vehicle speed contest or motor vehicle exhibition of speed referred to in subdivisions (a) and (c) of California Vehicle Code Section 23109, as may be amended.

4-4.103 Nonexclusive Remedy

This Chapter is not the exclusive regulation of nor penalty for participation in a motor vehicle speed contest, exhibition of speed, stunting, sideshow, reckless driving exhibition, or similar illegal activity. This Chapter supplements and is in addition to any other regulatory codes, statutes, and ordinances heretofore or hereinafter enacted by the City, the State, or any other legal entity or agency having jurisdiction.

4-4.104 Organizing or Advertising Street Races, Sideshows, and Reckless Driving Exhibitions Prohibited

A. It shall be unlawful for any person to knowingly organize a street race, sideshow, reckless driving exhibition, or exhibition of speed conducted within the City on a public street, highway, or in an offstreet parking facility.

B. It shall be unlawful for any person to advertise, within the City, a street race, sideshow, or exhibition of speed conducted or to be conducted in the City on a public street, highway, or in an offstreet parking facility.

C. It shall be unlawful for any person to advertise online, including on social media, a street race, sideshow, or exhibition of speed conducted or to be conducted in the City on a public street, highway, or in an offstreet parking facility.

D. Exceptions. This Section shall not apply in any of the following instances:

1. Where its application would result in an interference with or inhibition of any lawful exercise of constitutionally protected rights of freedom of press and freedom of speech. Speech promoting or encouraging imminent lawless conduct is not protected speech.
2. Nothing in this section prohibits law enforcement officers or their agents from sharing information about known or suspected events in which an illegal street race, sideshow, reckless driving exhibition, and/or exhibition of speed occurred, may occur, or may be occurring.
3. Geographic proximity to a street race, sideshow, reckless driving exhibition, or exhibition of speed alone is insufficient evidence to meet the criteria to be found guilty of organizing.

4-4.105 Relevant Circumstances to Prove a Violation

A. Notwithstanding any other provision of law, factors to consider in determining if a violation of this Chapter has occurred may include, but are not limited to, any of the following:

1. The person charged has previously participated in, advertised, organized, promoted, or facilitated a street race, sideshow, exhibition of speed, or reckless driving exhibition;
2. The person charged has previously aided and abetted street racing, sideshows, exhibitions of speed, or reckless driving exhibitions;
3. To the fullest extent permissible by law, evidence of prior act(s) may be considered to show the plan, opportunity, intent, knowledge, identity, and/or propensity of the person charged to organize or advertise a street race, sideshow, or a reckless driving exhibition if the prior act(s) occurred within three (3) years of the presently charged offense.

B. In addition to the circumstances set out in subsection (A), above, and notwithstanding any other provision of law, to prove a violation of this Chapter, admissible evidence may also include, but is not limited to, any of the following:

1. The nature and description of the scene, including the number and configuration of traffic lanes;
2. The number of people at the scene;
3. The number and descriptions of motor vehicles at the scene.

C. For purposes of subsection (B), above, "Scene" refers to the location of a sideshow, street race, reckless driving exhibition, or exhibition of speed, or the location of preparations for such an event.

4-4.106 Enforcement

Any person who violates this chapter is guilty of a misdemeanor subject to a maximum of six (6) months in jail, a fine of \$1,000, or both, unless at the discretion of the district attorney or a court of competent jurisdiction, the violation is reduced to an infraction. The City may seek compliance with this chapter by any remedy allowed under this Code and any other remedy allowed by law, including but not limited to the administrative citation procedures set forth in Antioch Municipal Code § 1-5. The amount of the administrative fine is \$1,000 for each violation."

Section 4. CEQA COMPLIANCE. The City Council finds that the adoption and implementation of this ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the

Ordinance may have a significant effect on the environment, under CEQA Guidelines section 15064(e), which exempts purely economic regulations, and under Public Resources Code Section 21080(b)(4) regarding actions to mitigate or prevent an emergency.

Section 5. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

Section 6. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after its adoption by the City Council.

Section 7. CERTIFICATION. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted as prescribed by law.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the _____ day of February 2024, and passed and adopted at a regular meeting thereof, held on _____ of February 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

LAMAR A. HERNANDEZ-THORPE
MAYOR OF THE CITY OF ANTIOCH

ATTEST:


ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 27, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Dawn Merchant, Finance Director 

APPROVED BY: Kwame P. Reed, Acting City Manager 

SUBJECT: Budget Requests Continued from November 28, 2023

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving amendments to the 2023/24 and 2024/25 fiscal year budgets for staffing and other items considered at the meeting of February 27, 2024.

FISCAL IMPACT

Budget requests as specified in this report all impact the General Fund and are detailed in the table on page 3.

DISCUSSION

On November 28, 2023, City Council approved budget amendments for encumbrances and other items needed for fiscal years 2024 and 2025. City Council directed that the staffing and a Water Park funding request presented at that meeting be brought back to a future meeting for discussion.

The additional staffing and other items for budget consideration originally presented on November 28, 2023 are listed below:

1) Police Department

- Fund five (5) additional Community Service Officer positions to provide more interactive and responsive community support to allow for significant improvement to response time and a reduction of overtime expenses. The FY24 fiscal year pro-rated budget impact is estimated to be \$130,651 (which would be covered by FY24 salary savings) and the FY25 annual impact is \$824,339 to the General Fund.
- Fund two (2) additional Dispatcher positions to support the added interactions, duties and responsibilities involved with supporting the personnel from the Crisis Response Team, Code Enforcement and parking

enforcement. The FY24 fiscal year pro-rated budget impact is estimated to be \$61,353 (which would be covered by salary savings) and the FY25 annual impact is \$386,807 to the General Fund.

- Fund one (1) additional Office Assistant at Animal Services to assist with the increased visitors at the shelter since re-opening after COVID. During high volumes, an Animal Control Officer must assist versus handling calls for service in the field. The FY24 fiscal year pro-rated budget impact is estimated to be \$18,830 (which would be covered by FY24 salary savings) and the FY25 annual impact is \$118,711 to the General Fund in the form of increased subsidy to the Animal Services Fund.
- Fund one (1) additional Animal Services Technician at Animal Services to bring the total to four. The shelter currently utilizes part-time positions in addition to three existing full-time positions, but the part-time positions have proven hard to fill, severely hampering the ability to ensure adequate animal care personnel are available daily. Incoming animals have also increased significantly since the end of the COVID pandemic. Annual part-time staffing costing approximately \$26,000 would be reduced with the addition of this position and lower the fiscal impact. The FY24 fiscal year pro-rated budget impact is estimated to be \$18,350 (which would be covered by salary savings) and the FY25 annual impact is \$101,358 (net of part-time help savings) to the General Fund in the form of increased subsidy to the Animal Services Fund.

2) Human Resources

- Fund one (1) Human Resources Specialist position in lieu of one (1) Human Resources Technician position at an estimated cost to the General Fund of \$8,080 in FY24 (which would be covered by FY24 salary savings) and \$31,333 in FY25. The Human Resources Director is requesting to fund this higher functioning position to work on recruitments, benefits administration, assist with workers compensation and other higher-level tasks to assist the Human Resource Analyst and Risk Manager to aid the Human Resources Department in functioning more effectively.

3) Recreation

- Requesting \$200,000 funding annually from the General Fund to begin in FY25 to establish a maintenance fund for the Water Park based on the needs assessment provided to City Council on November 14, 2023.

4) City Manager's Office

- Fund one (1) Assistant to the City Manager ("ATCM") position. The ATCM will be responsible for assisting with operational tasks related to the day-to-day duties in the City Manager's Office. The ATCM will be expected to research, analyze, and create reports/findings for the City Manager and/or the Assistant City Manager. The ATCM will work on gathering data specifically for Council-issued initiatives that reside in the City Manager's

Office. The ATCM will have the responsibility of working with every City Department to seek grant opportunities and function as the City's grant writer, which has been a desire of the City Council.

Currently, all analytical work, research, contract negotiations and preparations, and any Council initiatives that fall under the City Manager's Office purview, is performed by the City Manager and Assistant City Manager. The ATCM will assume the aforementioned duties allowing the City Manager and Assistant City Manager to continue to focus on other more pertinent duties. The FY24 fiscal year pro-rated budget impact is estimated to be \$44,539 (which would be covered by FY24 salary savings) and the FY25 annual impact is \$279,125 to the General Fund.

The table below summarizes the total cost of these additional budget requests and the impact on the fund balance. The General Fund continues to meet the reserve policy as demonstrated.

Total General Fund Budget Impact

	FY23/24 General Fund	FY24/25 General Fund Revised
Ending Fund Balance	\$ 31,550,781	\$ 31,550,781
<i>GF Positions for Consideration:*</i>		
Assistant to the City Manager (City Manager)	-	279,125
Human Resources Specialist reclass (Human Resources)	-	31,333
5 CSO's (Police)	-	824,339
2 Dispatchers (Police)	-	386,807
Office Assistant (Animal Services)	-	118,711
Animal Services Technician (Animal Services)	-	101,358
Total General Fund Staffing Considerations	-	1,741,673
<i>Other GF Items for Consideration:</i>		
Water Park Maintenance Fund	-	200,000
Total General Fund Other Considerations	-	200,000
Ending Fund Balance	\$ 31,550,781	\$ 29,609,108
Unassigned Fund Balance	\$ 29,794,288	\$ 28,736,204
% of Revenue	31.50%	29.63%

*FY24 cost of these positions would be covered by vacancy savings

ATTACHMENTS

- A.** Resolution Approving Amendments to the 2023/24 and 2024/25 Fiscal Year Budgets as Approved on February 27, 2024
 - Exhibit A to Resolution – Budget Amendments Approved (to be added)

ATTACHMENT A

RESOLUTION NO. 2024/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING
AMENDMENTS TO THE 2023/24 AND 2024/25 FISCAL YEAR BUDGETS FOR
STAFFING AND OTHER BUDGET ITEMS UNDER CONSIDERATION AND
APPROVED ON FEBRUARY 27, 2024**

WHEREAS, the City Council of the City of Antioch has considered staffing requests and other budget items as presented by the City's Finance Director in the staff report of February 27, 2024 entitled, "Budget Requests Continued from November 28, 2023";

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Antioch hereby approves the staffing and other amendments to the fiscal year 2023/24 and 2024/25 budgets discussed and approved at the City Council meeting of February 27, 2024 incorporated herein by reference and attached hereto as Exhibit A. **[TO BE DETERMINED AND ATTACHED]**

* * * * *

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 27th day of February 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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



INTRODUCTION OF NEW CITY EMPLOYEES

DATE: Regular Meeting of February 27, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ana Cortez, Human Resources Director *AEC*

➤ Acting Public Works Director/City Engineer Scott Buenting would like to introduce:

- Anna Davis, Administrative Assistant II
- Deanna Wells, Administrative Assistant II
- Deric Mutulo, Water Treatment Plant Maintenance Worker

➤ Acting Community Development Director Kevin Scudero would like to introduce:

- Nathan Tinclair – Associate Planner
-



IN HONOR OF
BOB BUTLER WEEK

FEBRUARY 23 – 29, 2024

WHEREAS, before his high school graduation, Bob Butler enlisted in the United States Navy. He served in Guantanamo Bay and Newport, Rhode Island, before receiving an honorable discharge in Philadelphia in 1974;

WHEREAS, Bob began his career in journalism in broadcast news in 1979 before being hired at KCBS Radio, the Bay Area's only 24/7, live and local radio station in 1981. During the 1989 Loma Prieta earthquake, Bob worked as a fill-in reporter and was overtaken with emotion at the devastation he witnessed, a woman consoled him and he realized it was Nancy Pelosi;

WHEREAS, Bob has covered every kind of story in the United States, including politics, business, disasters, and crime. He has also reported internationally from Brazil, Northern Ireland, South Africa, Rwanda, Mozambique, Namibia, Tanzania, and Senegal;

WHEREAS, Bob joined the San Francisco board of the American Federation of Television and Radio Artists (AFTRA) in 1999. He became a member of the inaugural national board when AFTRA and the Screen Actors Guild (SAG) merged in 2012, creating SAG-AFTRA;

WHEREAS, Bob won numerous awards for his work at KCBS and received an individual national Edward R. Murrow Award in 2012 for his story on homeowners in New Orleans who were forced to pay off their mortgages following Hurricane Katrina;

WHEREAS, Bob's career includes leadership roles in various professional organizations. He served as a member of the National Association of Black Journalists (NABJ) where he served as the regional director in 2007, Vice President of Broadcast in 2009, and was elected as the 20th President in 2013. Bob was also the president of the Bay Area Black Journalists Association (BABJA) from 2004 to 2009;

WHEREAS, Bob was an independent journalist on the award-winning Chauncey Bailey Project and worked for 18 months as the Director of Diversity for CBS Corporation, recruiting candidates for the company's radio and television stations and after 42 years at San Francisco news station KCBS, Bob Butler retired in 2023.

NOW, THEREFORE, I, LAMAR A. HERNANDEZ-THORPE, Mayor of the City of Antioch, hereby proclaim the last week of Black History Month, February 23-29, as "BOB BUTLER WEEK".

FEBRUARY 27, 2024

LAMAR A. HERNANDEZ-THORPE, Mayor

**4.01
02-27-24**



AMERICAN RED CROSS MONTH MARCH 2024

WHEREAS, March is American Red Cross month, when we recognize the compassion of people in the City of Antioch and reaffirm our commitment to care for one another in times of crisis;

WHEREAS, this generous spirit is woven into the fabric of our community and advances the humanitarian legacy of American Red Cross founder Clara Barton (1821-1912), who was a teacher, a nurse, an abolitionist, an advocate for women's rights, and one of the most honored women in our country's history;

WHEREAS, Clara Barton founded the American Red Cross in 1881, nobly dedicated herself to alleviating suffering, and led several relief efforts, including those of the Mississippi River and Ohio River floods;

WHEREAS, people have counted on the American Red Cross for the information and skills they need to be safe at home, work, school, and at play, training people in lifesaving skills in CPR, first aid, fire prevention and water safety;

WHEREAS, with 1,032 volunteers in Contra Costa County, the American Red Cross assisted or responded to 115 disasters; and through the Sound the Alarm program, the American Red Cross installed 583 smoke alarms, making 205 homes safer, and trained 577 individuals and families about fire prevention; and trained 617 youth through the Pillowcase Project and Prepare With Pedro;

WHEREAS, Contra Costa County residents donated nearly 16,736 units of lifesaving blood; hosted 538 blood drives; and trained 6,522 citizens in first aid, CPR and AED; and 3,803 in Water Safety; and 756 military members and their families received support and services; and humanitarian aid was provided internationally; and

WHEREAS, the City of Antioch hereby honors all of those who lead with their hearts to serve people in need and encourages everyone to join in this commitment to strengthen our community.

NOW, THEREFORE, I, LAMAR A. HERNANDEZ-THORPE, Mayor of the City of Antioch, hereby proclaim that March 2024 is Red Cross Month. I encourage all citizens of our community to reach out and support its humanitarian mission.

FEBRUARY 27, 2024

LAMAR A. HERNANDEZ-THORPE, Mayor

4.02
02-27-24

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 **5:00 p.m., on Friday, March 1, 2024:**

- **BOARD OF ADMINISTRATIVE APPEALS**
 - Four (4) Vacancies, expiring March 2028
- **PARKS AND RECREATION COMMISSION**
 - Three (3) Vacancies, expiring March 2028
- **SALES TAX CITIZENS' OVERSIGHT COMMITTEE**
 - Three (3) Vacancies, expiring March 2028
 - One (1) Partial-Term 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.

#5



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 Board of Administrative Appeals hears appeals regarding administrative decisions by any official of the City dealing with Municipal Code Interpretations.

Board Seats:

- Five (5) Board Members, 4-year terms.
- One (1) Alternate Board Member, 2-year term.



Meetings:

- Held every first Thursday of every month at 3:00 p.m. in the City Council Chambers; or on other dates as needed.

Requirements:

- Must be a resident of the City of Antioch.
- Three (3) members shall have experience in building construction trades and/or training in the CA Code of Regulations.
- Board members are required to submit the Fair Political Practices Commission (FPPC) Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter.
- Board members 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.

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 Parks and Recreation Commission serves in an advisory capacity to the City Council in matters pertaining to Parks and Recreation functions, as well as engaging the community in programs and services. The Commission also surveys current and future park and recreational needs of the community to provide a sound and year-round recreational program for all ages.

Commission Seats:

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

Meetings:

- Held every third Thursday of every month at 7:00 p.m. in the City Council Chambers; or on other dates as needed.

Requirements:

- Must be a resident of the City of Antioch.
- 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.

Three (3) Vacancies, expiring March 2028
One (1) Partial-Term Vacancy, expiring March 2026
Deadline Date: By 5:00 p.m., March 1, 2024

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.

CITY COUNCIL MEETING

Special Meeting
6:30 P.M.

January 30, 2024
Nick Rodriguez Community Center

6:30 P.M. SPECIAL MEETING/ WORKSHOP

Mayor Hernandez-Thorpe called the meeting to order at 6:31 P.M., and Acting City Clerk Rosales called the roll.

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

PLEDGE OF ALLEGIANCE

Mayor Hernandez-Thorpe led the Pledge of Allegiance.

ON MOTION BY COUNCILMEMBER OGORCHOCK, SECONDED BY COUNCILMEMBER WILSON, THE CITY COUNCIL UNANIMOUSLY SUSPENDED THE RULES AND MOVED COUNCIL REGULAR AGENDA ITEMS #4-11, TO BE HEARD AS THE NEXT ORDER OF BUSINESS.

COUNCIL REGULAR AGENDA

4. CITY COUNCIL REQUESTED DISCUSSION ITEM – DISCUSSION ON AN ANTIOCH ALERT SYSTEM

Councilmember Barbanica stated he requested this item be brought forward for discussion following conversations he had with a neighboring City regarding their emergency alert system. He noted this system would improve transparency and inform citizens. He recommended staff investigate this system and how other cities were addressing this issue.

Following discussion, Council consensus directed staff to bring this item back to a future meeting for consideration.

5. CITY COUNCIL REQUESTED DISCUSSION ITEM – DISCUSSION ON A BALLOT MEASURE FOR INFRASTRUCTURE AND/ OR PROGRAMS

Mayor Hernandez-Thorpe stated he had requested this item to determine if there was interest in advancing an infrastructure bond measure for city-owned infrastructure.

Andrew Becker expressed concern that a discussion item requesting more dollars from the community set precedence. He suggested the City seek grant opportunities at the state and federal level.

Due to technical issues, Mayor Thorpe declared a recess at 6:45 P.M. The meeting reconvened at 6:49 P.M. with all Councilmembers present.

Following discussion, Council consensus directed staff to bring this item back to a future meeting for consideration.

6. CITY COUNCIL REQUESTED DISCUSSION ITEM – DISCUSSION ON A PRESENTATION FROM THE CONTRA COSTA COUNTY A3 MILES HALL CRISIS CALL CENTER

Councilmember Torres-Walker stated she had asked for a presentation for Council since she sat on a task force in Richmond and a representative from the Council had discussed how the resources were supposed to meet the needs of every city in the County. She stated historically some communities did not benefit from those resources. She requested the presentation so Council, staff and residents would know about this program and what is supposed to be available to residents of Antioch.

Following discussion, Council consensus directed staff to bring this item back to a future meeting for consideration.

7. CITY COUNCIL REQUESTED DISCUSSION ITEM – DISCUSSION ON HIRING INCENTIVES FOR CITY EMPLOYEES

Mayor Hernandez-Thorpe stated he had requested this item since there were other city departments that could benefit from an incentive program.

Andrew Becker provided a list of wages for City employees and spoke in support of providing performance bonuses instead of hiring incentives.

Melissa Case stated she supported performance bonuses.

Following discussion, Council consensus directed staff to bring this item back to a future meeting for consideration and include a discussion on incentives for current employees.

8. CITY COUNCIL REQUESTED DISCUSSION ITEM – DISCUSSION ON PERMITS FOR LANDLORDS RENTING TO FAMILY MEMBERS

Councilmember Barbanica reported he had a discussion with a resident in his district who was having to pay for a permit for a home they had purchased for a family member. He suggested that there be an exemption for people who had family members living in their homes since they were not for profit.

An unidentified speaker stated she believed an owner should put their house in a trust so it could be co-owned.

Following discussion, Council consensus agreed to take no further action on this item. Councilmember Barbanica stated he would meet with staff to review the current ordinance related to landlord rental fees to determine if an exemption for family members already existed.

9. CITY COUNCIL REQUESTED DISCUSSION ITEM – DISCUSSION ON OFFICIAL POET LAUREATE PROGRAM

Mayor Hernandez-Thorpe stated that he was asking staff to draft a resolution creating an Official Poet Laureate Program.

Following discussion, Council consensus directed staff to bring this item back to a future meeting for consideration.

10. CITY COUNCIL REQUESTED DISCUSSION ITEM: CONSIDERATION OF OPTIONS FOR A MORATORIUM OR BAN ON NEW GAS STATIONS

Councilmember Wilson stated in conjunction with the Governors mandate on electric vehicles, she was requesting consideration of a moratorium or ban on new gas stations in Antioch.

Leslie May spoke in support of a ban on new gas stations and suggested installing more EV charging stations.

Following discussion, Council consensus directed staff to bring back this item to a future meeting for consideration and include options for limiting pumps and adding charging stations.

11. CITY COUNCIL DISCUSSION ITEM: REPEAL OF CITY'S LOCAL BAN ON CRUISING, SECTION 4-5.1009 OF THE ANTIOCH MUNICIPAL CODE (AMC)

Councilmember Torres-Walker stated she had requested this item after many residents had advocated for the ban on cruising to be lifted.

City Attorney Smith presented the staff report dated January 30, 2024, recommending the City Council provide direction to bring back an ordinance to modify the Antioch municipal Code to remove the ban against cruising to be consistent with state law prohibiting local government from having bans on cruising.

Leslie May, Archie Brumfield and Frank Sterling spoke in support of amending the ordinance to comply with state law.

Following discussion, Council consensus directed staff to bring back and ordinance amendment that complied with new State law.

1. PRESENTATION – YOUTH SERVICES NETWORK

Director of Public Safety and Community Resources Johnson introduced herself and employees of the Public Safety and Community Resources Department. She thanked Department Heads

for playing a role in their success and gave a brief overview of the divisions within their department.

Youth Services Network Manager Cabral gave a Youth Services Network PowerPoint presentation.

DC Dorham-Kelly, CEO / Rubicon Programs, gave an overview of their role in the Mayor's Apprenticeship Program.

Andrew Becker acknowledged the opportunities Antioch provided for youth. He encouraged staff and Council to advocate on behalf of Antioch at the County level for program opportunities.

Frank Sterling stated he felt it was important to seek funding opportunities for continuation of these programs.

Councilmember Torres-Walker requested staff provide the data and financials for the Mayor's Apprenticeship Program.

Director of Public Safety and Community Resources Johnson gave a brief overview of the Mayor's Apprenticeship Program and stated she would be happy to provide Council with the data requested.

2. PRESENTATION – UNHOUSED RESIDENT SERVICES

Director of Public Safety and Community Resources Johnson introduced Unhoused Resident Coordinator Ridley who gave an Unhoused Resident Services PowerPoint presentation.

Gary Tia, Associate Director of Programming and Darrell Olsen, Program Manager / Bay Area Community Services (BACS), gave a status update on the Opportunity Village Program. He stated they could provide a breakdown of who they served and outcomes.

Melissa Case thanked staff for the presentation and asked them what they attributed to the success of the program.

Leslie May discussed the importance of an accurate point in time count in Antioch and congratulated staff on the success of the program.

Andrew Becker requested staff provide data for the participants of the program. He suggested increasing and relocating the program to the Economy Inn since their units had kitchen facilities.

Jim Becker suggested the City convert empty commercial space into shelters for the unhoused and cover some costs for those transitioning out of temporary housing. He also encouraged the City to consider future zoning opportunities for alternative housing.

Frank Sterling spoke in support of expanding the program. He reported that a friend's health and mental state was deteriorating as they waited to get into the program.

Following discussion, Councilmember Torres-Walker requested staff provide the data for the Opportunity Village Program, Delta Landing Program, and encampment engagement.

Councilmember Ogorchock suggested engaging with the County for additional medical care outreach for the unhoused.

3. PRESENTATION – CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION (CALVIP), ANGELO QUINTO COMMUNITY RESPONSE TEAM (AQCRT), AND RAISING AWARENESS AGAINST DOMESTIC VIOLENCE

Director of Public Safety and Community Resources Johnson introduced Public Safety Manager Velasco who gave a Violence Intervention and Prevention PowerPoint presentation.

John Rodriguez, Executive Director / One Day At A Time introduced members of their team and gave a brief overview of their partnership with Advance Peace in the creation of the CalVIP grant program Uplifting Peace. He thanked staff for the successful partnership.

Public Safety Manager Velasco gave a brief overview of the Community Response Team and introduced Contesa Tate, Program Director / Angelo Quinto Community Response Team (AQCRT) / Felton Institute, who gave a PowerPoint presentation of AQCRT.

Andrew Becker thanked staff for the presentation. He suggested replacing Community Service Officers with additional Community Response Team members so they could expand services.

Frank Sterling encouraged the City to seek funding to continue with the AQCRT program and suggested the care team have a dedicated phone number.

Melissa Case agreed that there should be a dedicated phone number for the CARE team.

Teki agreed that the CARE team should have a dedicated phone number and suggested informing businesses on how they could connect with the response team.

Bella Quinto Collins read a written comment from her mother thanking the City for implementing the program. She urged Council to continue funding the program and partnering with the Miles Hall Crisis Call Center.

Mr. Torres spoke in support of the program and thanked staff for the presentation. He urged Council to continue funding the program and suggested an audit to improve and expand services. He requested data for responses and referrals. He also supported a dedicated phone number for the program.

Councilmember Wilson thanked staff for the presentations. She spoke in support of having a dedicated number for the CARE team and discussed the importance of funding these programs.

Councilmember Torres-Walker thanked staff for the presentation. She requested additional data and financials for the AQCRT and outcomes for Lifting Peace. She encouraged staff to continue

to seek funding opportunities. She thanked several organizations, staff and Council for their support of the Violence Intervention and Prevention programs.

Mayor Hernandez-Thorpe reiterated the importance of these programs and seeking funding opportunities. He thanked Councilmember Wilson for promoting the AQCRT and Councilmember Torres-Walker for advocating for the Public Safety and Community Resource Department. He recognized all of the Public Safety and Community Resources Department employees.

Director of Public Safety and Community Resources Johnson thanked Council for the opportunity to present to the community.

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously adjourned the meeting at 9:56 P.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 27, 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 February 13, 2024

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of February 13, 2024.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
FEBRUARY 2 - 15 , 2024
FUND/CHECK#

100 General Fund

Non departmental

00411126	CONTRA COSTA COUNTY	PAYROLL	50.00
00411160	LIFE INSURANCE COMPANY OF NA	PAYROLL	4,796.29
00411172	MUNICIPAL POOLING AUTHORITY	PAYROLL	2,305.55
00411177	PARS	PAYROLL	5,461.27
00411188	STANTEC CONSULTING SERVICES INC	PROFESSIONAL SERVICES	3,493.45
00411189	STATE OF CALIFORNIA	PAYROLL	120.00
00411199	AFLAC	INSURANCE PREMIUM	6,809.66
00411213	BETTER EARTH INC	REFUND SMIP FEE	2.22
00411226	COLONIAL LIFE	MONTHLY PREMIUM	743.51
00411230	CONTRA COSTA COUNTY	FISH AND WILDLIFE FEE	2,966.75
00411243	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	47,882.86
00411268	METCALF, JOE	REFUND CBSC FEE	2.32
00411277	QUADIENT LEASING USA INC	POSTAGE	2,000.00
00411279	RANEY PLANNING & MANAGEMENT INC	PROFESSIONAL SERVICES	7,667.84
00947542	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	44,060.44
00947547	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	29,476.79

City Council

00411113	BAGEL STREET CAFE	CLOSED SESSION MEAL	167.55
00411300	VERIZON WIRELESS	DATA USAGE	105.36

City Attorney

00411210	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	81.91
00411271	OFFICE DEPOT INC	OFFICE SUPPLIES	36.80
00411300	VERIZON WIRELESS	DATA USAGE	105.04

City Manager

00411300	VERIZON WIRELESS	DATA USAGE	41.91
00411308	WILLIAM BRIAN ADDINGTON	CONSULTING SERVICES	6,300.00
00947534	CANON FINANCIAL SERVICES	COPIER LEASE	89.10

City Clerk

00947551	CARTER, RONN	PROFESSIONAL SERVICES	840.00
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City Treasurer

00411259	LOOMIS ARMORED LLC	CITY HALL ARMORED CAR PICKUP	317.68
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Human Resources

00411116	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	572.29
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Economic Development

00411294	SWEET, BRET ALEXANDER	TRAINING PER DIEM	125.00
00411300	VERIZON WIRELESS	DATA USAGE	105.04
00947552	COMPUTERLAND	COMPUTER EQUIPMENT	3,026.53

Finance Administration

00411116	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	54.60
00411271	OFFICE DEPOT INC	OFFICE SUPPLIES	139.93

Finance Accounting

00411233	CSMFO	MEMBERSHIP DUES	135.00
00411243	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	205.00
00411271	OFFICE DEPOT INC	OFFICE SUPPLIES	119.88

Finance Operations

00411271	OFFICE DEPOT INC	OFFICE SUPPLIES	132.44
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00411277	QUADIENT LEASING USA INC	POSTAGE FEES	115.07
Non Departmental			
00411116	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	151.78
00947548	AVENU	SUTA SERVICES	1,612.99
00947553	DELL COMPUTER CORP	LAPTOPS	17,087.86
Public Works Administration			
00411300	VERIZON WIRELESS	DATA USAGE	38.01
Public Works Street Maintenance			
00411145	HARRIS, RACHEL MARIE	MEMBERSHIP REIMBURSEMENT	61.67
00411147	HAWTHORN VENTURES LLC	UNIFORMS	3,187.19
00411200	ALTA FENCE	FENCE REPAIR	1,977.00
00411205	ANTIOCH ACE HARDWARE	PARTS	46.98
00411206	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	803.29
00411241	EAST BAY WELDING SUPPLY	SUPPLIES	95.77
00411244	FIRST VANGUARD RENTALS & SALES	EQUIPMENT	8,128.63
00411250	HOME DEPOT, THE	LADDER	213.56
00411252	INTERSTATE SALES	SUPPLIES	4,649.29
00411264	LOWES COMPANIES INC	LUMBER	861.76
00411286	SHARJO LLC	PROFESSIONAL SERVICES	6,125.58
00411287	SHERWIN WILLIAMS CO	PAINT SUPPLIES	114.69
00411300	VERIZON WIRELESS	DATA USAGE	128.70
00411309	ZAP MANUFACTURING INC	STREET SIGNS	9,138.53
00411310	ZUMAR INDUSTRIES INC	SIGN EQUIPMENT	16,407.06
00947540	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
Public Works-Signal/Street Lights			
00411208	AT AND T MCI	PHONES	626.72
00411209	AT AND T MOBILITY	PHONES	46.23
00411236	DC ELECTRIC GROUP INC	STREETLIGHT MAINTENANCE	32,089.53
00411275	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,715.51
00411276	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	10,438.18
Public Works-Facilities Maintenance			
00411115	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	796.00
00411117	BAY ALARM COMPANY	MONITORING SERVICES	1,650.00
00411118	BAY CITIES PYROTECTOR	TESTING SERVICES	535.00
00411145	HARRIS, RACHEL MARIE	MEMBERSHIP REIMBURSEMENT	61.67
00411147	HAWTHORN VENTURES LLC	UNIFORMS	1,129.37
00411164	LUMA BUILDERS	PROFESSIONAL SERVICES	5,565.08
00411178	PEPPER INVESTMENTS INC	PEST CONTROL	1,067.00
00411182	ROBINS LOCK AND KEY	LOCK AND KEY SERVICES	683.80
00411199	AFLAC	INSURANCE PREMIUM	131.95
00411208	AT AND T MCI	PHONES	86.21
00411250	HOME DEPOT, THE	SMALL TOOLS	2,826.74
00411264	LOWES COMPANIES INC	SMALL TOOLS	7,297.63
00411275	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	3,383.84
00411276	PACIFIC GAS AND ELECTRIC CO	GAS	17,959.41
00411300	VERIZON WIRELESS	DATA USAGE	90.53
00947540	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	5,987.50



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Public Works-Parks Maint

00411145	HARRIS, RACHEL MARIE	MEMBERSHIP REIMBURSEMENT	61.66
00411147	HAWTHORN VENTURES LLC	UNIFORMS	320.83
00411182	ROBINS LOCK AND KEY	DOOR REPAIR	390.00
00411208	AT AND T MCI	PHONES	146.25
00411264	LOWES COMPANIES INC	SUPPLIES	706.96
00411275	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,156.79
00411276	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,399.15

Public Works-Median/General Land

00411195	WATERSAVERS IRRIGATION	IRRIGATION PARTS	517.25
00411208	AT AND T MCI	PHONES	425.99
00411264	LOWES COMPANIES INC	SUPPLIES	13.99
00411275	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	26.12
00411276	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,382.60
00411302	WATERSAVERS IRRIGATION	IRRIGATION PARTS	745.76

Police Administration

00411102	ADAMSON POLICE PRODUCTS	RIFLE OPTICS	2,362.26
00411108	AMIRI, MORTEZA	MILEAGE REIMBURSEMENT	6.55
00411112	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	820.00
00411124	CLONINGER, NAHLEEN R	OT MEAL REIMBURSEMENT	69.50
00411128	COSTCO	VARIOUS BUSINESS EXPENSES	120.00
00411137	EWART, ASHLEY MARIE	TRAINING PER DIEM	242.00
00411140	GALLS LLC	TRAINEE EQUIPMENT	101.08
00411152	INT ASSOC OF CHIEFS OF POLICE	MEMBERSHIP DUES	315.00
00411153	JEONG, JISEOK	TRAINING EXPENSE REIMBURSEMENT	769.71
00411157	KOCH, MATTHEW T	TRAINING PER DIEM	207.00
00411159	LEXISNEXIS	DATABASE SUBSCRIPTION	252.50
00411166	MARQUES, SHAWN LUIS	TRAINING PER DIEM	207.00
00411170	MULHOLLAND, MATTHEW	TRAINING EXPENSE REIMBURSEMENT	700.13
00411193	VIGIL JR, JOSEPH	TRAINING EXPENSE REIMBURSEMENT	722.46
00411221	CANON FINANCIAL SERVICES	COPIER LEASE	2,353.81
00411243	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	102.02
00411246	GALLS LLC	TRAINEE EQUIPMENT	21.23
00411267	MELANDER, MARAEA RYANN	TRAINING PER DIEM	370.00
00411285	SBRPSTC	TRAINING FEES	151.00
00411289	SOUZA MELLONE, MICHAEL C	TRAINING PER DIEM	148.00
00411290	SOUZA MELLONE, MICHAEL C	FLIGHT REIMBURSEMENT	229.96
00411293	STATE OF CALIFORNIA	FINGERPRINTING SERVICES	626.00
00411301	VITALIE, JENNIFER LYNNE	TRAINING PER DIEM	370.00
00411306	WHITAKER II, WILLIAM	GAS REIMBURSEMENT	82.43
00947538	GRAINGER INC	SUPPLIES	626.53
00947541	NATIONAL EMBLEM INC	PD BADGES	536.02

Police Community Policing

00411111	ARK PET HOSPITAL INC, THE	VET APPOINTMENT	59.16
00411130	RETIREE	ADVANCED DISABILITY PENSION	8,984.50
00411133	EAN SERVICES LLC	RENTAL CAR TOLLS	185.75
00411150	RETIREE	ADVANCED DISABILITY PENSION	5,685.00
00411154	RETIREE	ADVANCED DISABILITY PENSION	5,206.00



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00411155	RETIREE	ADVANCED DISABILITY PENSION	5,466.50
00411165	RETIREE	ADVANCED DISABILITY PENSION	5,466.50
00411191	RETIREE	ADVANCED DISABILITY PENSION	8,527.50
Police Investigations			
00411127	CONTRA COSTA COUNTY	FORENSIC SERVICES	550.62
00411167	RETIREE	ADVANCED DISABILITY PENSION	5,466.50
00411179	RANEY, MICHAEL	MEMBERSHIP REIMBURSEMENT	60.00
00411190	T MOBILE USA INC	FORENSIC SERVICES	50.00
PD Special Investigations Unit			
00411168	RETIREE	ADVANCED DISABILITY PENSION	5,685.00
00411243	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	187.64
Police Communications			
00411106	AMERICAN TOWER CORPORATION	TOWER FEES	269.16
00411125	COMCAST	CONNECTION SERVICES	180.21
00411141	GLOBALSTAR USA	SATELITE PHONE	533.60
00411173	NET TRANSCRIPTS	TRANSCRIPT SERVICES	210.76
00411204	AMS DOT NET INC	SOFTWARE SUBSCRIPTION	2,438.49
00411208	AT AND T MCI	PHONES	1,231.64
00411243	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	124.82
Office Of Emergency Management			
00411208	AT AND T MCI	PHONES	453.50
Police Community Volunteers			
00411185	SAVE MART SUPERMARKETS	SUPPLIES	109.30
Police Facilities Maintenance			
00411131	DREAM RIDE ELEVATOR	ELEVATOR SERVICE	320.00
00411178	PEPPER INVESTMENTS INC	PEST CONTROL	222.00
00411182	ROBINS LOCK AND KEY	DOOR REPAIR	335.00
00411208	AT AND T MCI	PHONES	287.10
00411250	HOME DEPOT, THE	BATTERIES	170.30
00411264	LOWES COMPANIES INC	APPLIANCE	1,694.13
00411276	PACIFIC GAS AND ELECTRIC CO	GAS	24,724.52
00947540	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	5,780.00
P & R Administration			
00411211	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,653.75
Youth Network Services			
00411142	GRACE ARMS OF ANTIOCH	PROFESSIONAL SERVICES	9,430.00
00411184	RR TRANSITIONAL HOUSING	PROFESSIONAL SERVICES	3,286.00
00411237	DELTA BOWL	TEEN BOWLING NIGHT	1,730.00
00411292	STARRY NITE STUDIOS	FAMILY PAINT NIGHT	300.00
00411300	VERIZON WIRELESS	DATA USAGE	105.04
Housing and Homelessness			
00411300	VERIZON WIRELESS	DATA USAGE	52.68
PSCR Administration			
00411300	VERIZON WIRELESS	DATA USAGE	52.68
Community Development Administration			
00411199	AFLAC	INSURANCE PREMIUM	9.61
00411215	BLUEBEAM INC	PROFESSIONAL SERVICES	75.00
00411271	OFFICE DEPOT INC	OFFICE SUPPLIES	384.23



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Community Development Land Planning Services

00411114	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	77.49
00411242	FEDEX	SHIPPING	8.88
00411268	METCALF, JOE	REFUND GP MAINT FEE	14.45

CD Code Enforcement

00411114	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,110.00
00411123	CACEO	TRAINING FEES	1,708.00
00411230	CONTRA COSTA COUNTY	JANUARY RECORDING FEES	91.00
00411240	EAN SERVICES LLC	VEHICLE RENTALS	5,247.97

PW Engineer Land Development

00411147	HAWTHORN VENTURES LLC	UNIFORMS	68.04
00411208	AT AND T MCI	PHONES	56.96
00411253	INTERWEST CONSULTING GROUP INC	PROFESSIONAL SERVICES	70,322.50
00411300	VERIZON WIRELESS	DATA USAGE	128.70
00947538	GRAINGER INC	SUPPLIES	19.46
00947557	TESTING ENGINEERS INC	TESTING SERVICES	22,174.75

Community Development Building Inspection

00411114	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,661.81
00411192	TYLER TECHNOLOGIES INC	PROFESSIONAL SERVICES	3,000.00
00411213	BETTER EARTH INC	REFUND ENERGY INSP FEE	252.66
00411232	CRYSTAL CLEAR LOGOS INC	UNIFORMS	28.51
00411268	METCALF, JOE	REFUND BLDG PERMIT FEE	312.12

Capital Imp. Administration

00411300	VERIZON WIRELESS	DATA USAGE	38.01
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212 CDBG Fund

CDBG

00411220	CANCER SUPPORT COMMUNITY	CDBG SERVICES	2,499.81
00411222	CHOICE IN AGING	CDBG SERVICES	2,660.18
00411223	CITY DATA SERVICES LLC	CDBG SERVICES	1,344.00
00411224	CITY DATA SERVICES LLC	CDBG SERVICES	672.00
00411229	CONTRA COSTA CHILD CARE COUNCIL	CDBG SERVICES	4,744.77
00411272	OPPORTUNITY JUNCTION	CDBG SERVICES	2,499.54
00411280	RENAISSANCE ENTREPRENEURSHIP	CDBG SERVICES	4,177.62
00411288	SOCIETY OF ST VINCENT DE PAUL OF CCC	CDBG SERVICES	3,045.00

213 Gas Tax Fund

Streets

00411275	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,393.36
00411276	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	58,765.38

214 Animal Services Fund

Animal Services

00411103	AIRGAS USA LLC	VET SUPPLIES	93.95
00411134	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	618.00
00411136	EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	370.50
00411148	HILLS PET NUTRITION	PET FOOD	625.45
00411158	KOEFRAN SERVICES INC	VETERINARY SERVICES	2,252.00
00411243	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	32.80
00411276	PACIFIC GAS AND ELECTRIC CO	GAS	1,301.29



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219 Recreation Fund

Non departmental

00411211	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,816.93
00411231	CONTRA COSTA HEALTH SERVICES	HEALTH PERMIT	1,189.36
00411283	ROCK CHURCH BAY AREA	DEPOSIT REFUND	200.00

Nick Rodriguez Community Center

00411118	BAY CITIES PYROTECTOR	TESTING SERVICES	985.00
00411120	BRADY INDUSTRIES	JANITORIAL SUPPLIES	532.25
00411178	PEPPER INVESTMENTS INC	PEST CONTROL	222.00
00411212	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	824.90
00411276	PACIFIC GAS AND ELECTRIC CO	GAS	3,896.82
00947540	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00

Senior Programs

00411118	BAY CITIES PYROTECTOR	TESTING SERVICES	1,440.00
00411202	AMERICAN STAGE TOURS	SENIOR TRIP	1,470.00
00411208	AT AND T MCI	PHONES	76.52
00411211	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,280.00
00411212	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	801.98
00411218	BRADY INDUSTRIES	JANITORIAL SUPPLIES	454.90
00411219	CALIPRINTS LLC	UNIFORMS	118.00
00411276	PACIFIC GAS AND ELECTRIC CO	GAS	2,597.88
00411297	UNITED STATES POSTAL SERVICE	MAILERS	225.00
00411303	WEBSTaurant STORE INC, THE	REFRIGERATOR	2,353.04
00947540	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	5.00

Recreation Sports Programs

00411122	BSN SPORTS LLC	UNIFORMS	946.58
00411208	AT AND T MCI	PHONES	29.25
00411219	CALIPRINTS LLC	UNIFORMS	118.00
00411231	CONTRA COSTA HEALTH SERVICES	HEALTH PERMIT	244.00
00411235	DAVIS, WAYNE	REFEREE SERVICES	530.00
00411276	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	4,817.96
00411300	VERIZON WIRELESS	DATA USAGE	39.02

Recreation-Comm Center

00411107	AMERICAN TROPHIES AWARDS	NAME BADGES	111.95
00411207	AT AND T MCI	PHONES	63.59
00411208	AT AND T MCI	PHONES	30.36
00411211	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,466.06
00411219	CALIPRINTS LLC	UNIFORMS	118.01
00411231	CONTRA COSTA HEALTH SERVICES	HEALTH PERMIT	350.64
00411243	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	12.24
00411250	HOME DEPOT, THE	SUPPLIES	300.59
00411259	LOOMIS ARMORED LLC	CITY HALL ARMORED CAR PICKUP	285.67
00411264	LOWES COMPANIES INC	SUPPLIES	490.67
00411265	MAX MARTIAL ARTS LLC	CONTRACTOR PAYMENT	720.00
00411266	MCCAULEY AGRICULTURAL & PEST	PEST CONTROL	300.00
00411275	PACIFIC GAS AND ELECTRIC CO	GAS	11,578.22
00411299	VAE INDUSTRIES CORPORATION	CANOPIES	1,755.56

Recreation Water Park



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00411120	BRADY INDUSTRIES	JANITORIAL SUPPLIES	1,027.75
00411147	HAWTHORN VENTURES LLC	UNIFORMS	326.66
00411156	KNORR SYSTEMS INC	LABOR	14,133.20
00411162	LINCOLN EQUIPMENT INC	POOL CHEMICALS	1,193.55
00411163	LOPEZ MNTS SVCS LLC	FLOORING INSTALLATION	9,250.00
00411178	PEPPER INVESTMENTS INC	PEST CONTROL	543.00
00411204	AMS DOT NET INC	WIRELESS SET UP FEES	3,250.00
00411208	AT AND T MCI	PHONES	170.86
00411211	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	321.56
00411219	CALIPRINTS LLC	UNIFORMS	118.00
00411249	HAUAN & AREGIS,INC	PARTITIONS	12,628.00
00411250	HOME DEPOT, THE	PARTS	185.73
00411255	KNORR SYSTEMS INC	CHEMICALS	2,352.43
00411257	LINCOLN EQUIPMENT INC	POOL CHEMICALS	1,791.12
00411264	LOWES COMPANIES INC	SUPPLIES	708.99
00411276	PACIFIC GAS AND ELECTRIC CO	GAS	15,518.11
00947540	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
222	Measure C/J Fund		
	Non departmental		
	Streets		
00411195	WATERSAVERS IRRIGATION	IRRIGATION PARTS	2,205.97
00411302	WATERSAVERS IRRIGATION	IRRIGATION PARTS	1,357.45
00947533	AMERICAN PAVEMENT SYSTEMS INC	PROGRESS PAYMENT	87,500.00
226	Solid Waste Reduction Fund		
	Solid Waste		
00411268	METCALF, JOE	REFUND WMP FEE	35.00
229	Pollution Elimination Fund		
	Channel Maintenance Operation		
00411243	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	7.38
251	Lone Tree SLLMD Fund		
	Lonetree Maintenance Zone 1		
00411208	AT AND T MCI	PHONES	117.00
00411276	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,101.90
00411295	TERRACARE ASSOCIATES	TURF MOWING	378.34
	Lonetree Maintenance Zone 2		
00411208	AT AND T MCI	PHONES	201.66
00411276	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,009.45
	Lonetree Maintenance Zone 3		
00411208	AT AND T MCI	PHONES	87.75
	Lonetree Maintenance Zone 4		
00411295	TERRACARE ASSOCIATES	TURF MOWING	605.22
252	Downtown SLLMD Fund		
	Downtown Maintenance		
00411216	BNSF RAILWAY COMPANY INC	LEASE FEES	4,988.37
00411276	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	421.96
00411295	TERRACARE ASSOCIATES	TURF MOWING	378.34
253	Almondridge SLLMD Fund		



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Almondridge Maintenance

00411276	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	360.44
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254 Hillcrest SLLMD Fund

Hillcrest Maintenance Zone 1

00411208	AT AND T MCI	PHONES	58.50
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00411276	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,279.26
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00411295	TERRACARE ASSOCIATES	TURF MOWING	983.68
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Hillcrest Maintenance Zone 2

00411208	AT AND T MCI	PHONES	204.75
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00411276	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,003.65
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00411295	TERRACARE ASSOCIATES	TURF MOWING	1,346.88
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Hillcrest Maintenance Zone 4

00411208	AT AND T MCI	PHONES	173.96
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00411276	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	955.64
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00411295	TERRACARE ASSOCIATES	TURF MOWING	756.68
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255 Park 1A Maintenance District Fund

Park 1A Maintenance District

00411208	AT AND T MCI	PHONES	29.25
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00411275	PACIFIC GAS AND ELECTRIC CO	GAS	94.18
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00411276	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	172.61
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00411295	TERRACARE ASSOCIATES	TURF MOWING	983.68
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256 Citywide 2A Maintenance District Fund

Citywide 2A Maintenance Zone 3

00411276	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	106.48
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00411295	TERRACARE ASSOCIATES	TURF MOWING	15.12
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Citywide 2A Maintenance Zone 4

00411276	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	513.39
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Citywide 2A Maintenance Zone 5

00411276	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	944.86
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Citywide 2A Maintenance Zone 6

00411276	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	329.45
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00411295	TERRACARE ASSOCIATES	TURF MOWING	908.00
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Citywide 2A Maintenance Zone 8

00411295	TERRACARE ASSOCIATES	TURF MOWING	75.66
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Citywide 2A Maintenance Zone 9

00411208	AT AND T MCI	PHONES	117.00
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00411276	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	655.76
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00411295	TERRACARE ASSOCIATES	TURF MOWING	227.00
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Citywide 2A Maintenance Zone10

00411270	MIRACLE PLAYSYSTEMS INC	PLAYGROUND REPAIR	20,000.61
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00411276	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	204.00
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257 SLLMD Administration Fund

SLLMD Administration

00411115	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	200.00
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00411147	HAWTHORN VENTURES LLC	UNIFORMS	1,950.09
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00411197	ZEPEDA, JUAN C	TRAINING REIMBURSEMENT	300.00
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00411208	AT AND T MCI	PHONES	159.98
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00411264	LOWES COMPANIES INC	TOOLS	318.79
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00411295	TERRACARE ASSOCIATES	TURF MOWING	907.40
00411300	VERIZON WIRELESS	DATA USAGE	76.02
417	2015 Ref Bond (02 Lease Rev) Fund		
	Non Departmental		
00411307	WILLDAN FINANCIAL SERVICES	DISCLOSURE SERVICES	100.00
570	Equipment Maintenance Fund		
	Non departmental		
00411151	HUNT AND SONS INC	FUEL	14,759.89
00411251	HUNT AND SONS INC	FUEL	4,054.58
	Equipment Maintenance		
00411115	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	25.00
00411135	EAST BAY WELDING SUPPLY	RENTAL EQUIPMENT	33.50
00411147	HAWTHORN VENTURES LLC	UNIFORMS	537.57
00411161	LIM AUTOMOTIVE SUPPLY INC	AUTOMOTIVE REPAIR PARTS	98.70
00411171	MUNICIPAL MAINT EQUIPMENT INC	PARTS	53.64
00411175	OREILLY AUTO PARTS	AUTO PARTS	806.99
00411194	WALNUT CREEK FORD	AUTO REPAIR PARTS	349.71
00411264	LOWES COMPANIES INC	PARTS	135.19
00411276	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	891.88
00411300	VERIZON WIRELESS	DATA USAGE	38.01
573	Information Services Fund		
	Information Services		
00411208	AT AND T MCI	PHONES	112.35
00411300	VERIZON WIRELESS	DATA USAGE	262.60
	Network Support & PCs		
00411201	AMERICAN MESSAGING	PAGER AND PAGECOPY SERVICE	20.91
00411204	AMS DOT NET INC	FLEX SUPPORT SERVICES	5,000.00
00411208	AT AND T MCI	PHONES	81.05
00411227	COMCAST	CONNECTION SERVICES	360.89
00411228	COMCAST	CONNECTION SERVICES	355.31
00411243	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	130.06
	Telephone System		
00411207	AT AND T MCI	PHONES	2,655.76
00411208	AT AND T MCI	PHONES	2,201.53
	GIS Support Services		
00411264	LOWES COMPANIES INC	TOOLS AND HARDWARE	642.84
00411300	VERIZON WIRELESS	DATA USAGE	38.01
	Office Equipment Replacement		
00411203	AMS DOT NET INC	AZURE PROJECT	446.17
00411204	AMS DOT NET INC	WIRELESS UPGRADE	2,940.70
577	Post Retirement Medical-Police Fund		
	Non Departmental		
00947546	RETIREE	ADJUST JAN 2024 MAR PAYMENT	2,042.82
578	Post Retirement Medical-Misc Fund		
	Non Departmental		
00947545	RETIREE	MEDICAL AFTER RETIREMENT	4,780.56
00947550	RETIREE	MEDICAL AFTER RETIREMENT	153.38
611	Water Fund		



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Non departmental

00411138	FASTENAL CO	INDUSTRIAL SUPPLIES	673.85
00411147	HAWTHORN VENTURES LLC	UNIFORMS	3,776.37
00411214	BISHOP CO	SUPPLIES	610.47
00411218	BRADY INDUSTRIES	JANITORIAL SUPPLIES	3,691.99
00411256	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	575.64
00411264	LOWES COMPANIES INC	CONCRETE	595.37
00411271	OFFICE DEPOT INC	OFFICE SUPPLIES	3,410.67
00947538	GRAINGER INC	SUPPLIES	267.30
00947554	GRAINGER INC	SUPPLIES	980.16

Water Supervision

00411169	MOISES GOMEZ OR HENRY DE LA CRUZ	CHECK REPLACEMENT	174.39
00411243	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	205.00
00411300	VERIZON WIRELESS	DATA USAGE	350.16

Water Production

00411104	ALAMEDA ELECTRICAL DISTRIBUTORS	PARTS	3,656.29
00411105	ALTA FENCE	FENCE REPAIR	520.00
00411109	ANTIOCH ACE HARDWARE	MATERIALS	228.03
00411110	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES	325.02
00411117	BAY ALARM COMPANY	MONITORING SERVICES	1,844.00
00411119	BORGES AND MAHONEY	ELECTRICAL PARTS & EQUIPMENT	1,239.33
00411121	BRENTAG PACIFIC INC	CHEMICALS	19,284.73
00411129	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	5,715.67
00411132	DU ALL SAFETY LLC	SAFETY TRAINING SERVICES	2,000.00
00411139	FRANK A OLSEN COMPANY INC	PROFESSIONAL SERVICES	1,600.00
00411144	HACH CO	LAB SUPPLIES	124.02
00411146	HASA INC	CHEMICALS	14,479.78
00411147	HAWTHORN VENTURES LLC	UNIFORMS	3,624.00
00411161	LIM AUTOMOTIVE SUPPLY INC	AUTOMOTIVE REPAIR PARTS	327.12
00411174	OFFICE DEPOT INC	OFFICE SUPPLIES	72.40
00411205	ANTIOCH ACE HARDWARE	SUPPLIES	587.74
00411207	AT AND T MCI	PHONES	127.67
00411208	AT AND T MCI	PHONES	818.93
00411217	BORGES AND MAHONEY	PARTS	322.04
00411225	CITY OF BRENTWOOD	GROUNDWATER SUPPORT	302.43
00411243	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	388.48
00411247	GUALCO GROUP INC, THE	PROFESSIONAL SERVICES	4,186.65
00411250	HOME DEPOT, THE	SMALL TOOLS	1,509.16
00411264	LOWES COMPANIES INC	SUPPLIES	1,286.86
00411276	PACIFIC GAS AND ELECTRIC CO	GAS	98,292.84
00411298	UNIVAR SOLUTIONS USA INC	CHEMICALS	9,055.08
00411300	VERIZON WIRELESS	DATA USAGE	183.61
00947535	CHEMTRADE CHEMICALS US LLC	CHEMICALS	11,476.11
00947536	EUROFINS EATON ANALYTICAL INC	TESTING SERVICES	950.00
00947537	EVOQUA WATER TECHNOLOGIES LLC	LAB SUPPLY	716.68
00947539	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,659.24
00947540	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	400.00
00947544	THATCHER COMPANY OF CA INC	CHEMICALS	12,044.75



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00947554	GRAINGER INC	PARTS	342.19
Water Distribution			
00411101	ACCONTEMPS	TEMP HELP	815.76
00411109	ANTIOCH ACE HARDWARE	TOOLS	92.40
00411138	FASTENAL CO	TOOLS	870.71
00411143	GRANITE CONSTRUCTION CO	ASPHALT	2,504.51
00411147	HAWTHORN VENTURES LLC	UNIFORMS	6,818.97
00411149	HUGHES, DECLAN M	EXPENSE REIMBURSEMENT	34.36
00411176	PACE SUPPLY CORP	PARTS	32,035.07
00411180	ROADSAFE TRAFFIC SYSTEMS INC	ROAD SIGNS	287.54
00411181	ROBERTS AND BRUNE CO	PARTS	2,432.06
00411183	ROYAL BRASS INC	PARTS	154.27
00411195	WATERSAVERS IRRIGATION	IRRIGATION PARTS	252.24
00411198	ACCONTEMPS	TEMP HELP	278.65
00411204	AMS DOT NET INC	PW WIFI EXPANSION	832.34
00411205	ANTIOCH ACE HARDWARE	PARTS	59.25
00411208	AT AND T MCI	PHONES	29.25
00411234	CWEA SFBS	MEMBERSHIP RENEWAL	319.00
00411238	DELTA DIABLO	RECYCLE WATER	7,742.71
00411239	DU ALL SAFETY LLC	TRAFFIC CONTROL TRAINING	2,110.00
00411243	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	62.99
00411245	FURBER SAW INC	PARTS	3,830.02
00411250	HOME DEPOT, THE	PIPE FITTING	184.63
00411254	ISINGS CULLIGAN	JAN WATER SERVICE	41.17
00411264	LOWES COMPANIES INC	SMALL TOOLS	3,539.98
00411269	MILIEU STUDIO LLC	PROFESSIONAL SERVICES	600.00
00411273	PACE SUPPLY CORP	PARTS	26,856.03
00411276	PACIFIC GAS AND ELECTRIC CO	GAS	30.10
00411281	ROBERTS AND BRUNE CO	PIPE FITTINGS	1,498.10
00411291	STANDARD PLUMBING SUPPLY CO. INC.	PLUMBING SUPPLIES	179.46
00411296	UNION PACIFIC RAILROAD COMPANY	PERMIT FEE	3,000.00
00411300	VERIZON WIRELESS	DATA USAGE	3,583.04
00411305	WESTERN PACIFIC TRUCK SCHOOL	COMMERCIAL LICENSE TRAINING	4,995.00
00947538	GRAINGER INC	SUPPLIES	386.77
00947540	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
00947543	PETERSON TRACTOR CO	AUTO REPAIR	25,738.70
00947555	INFOSEND INC	PRINT AND MAIL SERVICES	18,490.15
Water Systems			
00411176	PACE SUPPLY CORP	CONCRETE METER BOX LIDS	21,192.73
00947549	BADGER METER INC	CELLULAR SERVICES	6,956.30
621 Sewer Fund			
Swr-Wastewater Administration			
00411101	ACCONTEMPS	TEMP HELP	815.76
00411115	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	198.00
00411129	DC ELECTRIC GROUP INC	REPAIR SERVICES	1,133.77
00411143	GRANITE CONSTRUCTION CO	ASPHALT	2,504.52
00411147	HAWTHORN VENTURES LLC	UNIFORMS	4,797.94
00411181	ROBERTS AND BRUNE CO	PARTS	1,483.82



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00411186	SIGNARAMA	SUPPLIES	576.22
00411187	SPARTAN TOOL LLC	EQUIPMENT	4,996.23
00411196	WILSEY HAM	PROFESSIONAL SERVICES	5,124.50
00411198	ACCONTEMPS	TEMP HELP	278.65
00411204	AMS DOT NET INC	CABINET CABLING	125.12
00411208	AT AND T MCI	PHONES	59.61
00411243	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	132.65
00411250	HOME DEPOT, THE	TOOLS	457.38
00411254	ISINGS CULLIGAN	JAN WATER SERVICE	41.18
00411264	LOWES COMPANIES INC	APPLIANCE	3,964.04
00411276	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	857.25
00411278	RAMOS JR, GONZALO	EXPENSE REIMBURSEMENT	208.86
00411282	ROBERTS AND BRUNE CO	SUPPLIES	121.83
00411284	ROOTX	SUPPLIES	7,386.31
00411300	VERIZON WIRELESS	DATA USAGE	3,735.53
00411304	WECO INDUSTRIES INC	SUPPLIES	1,531.79
00947540	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
00947555	INFOSEND INC	PRINT AND MAIL SERVICES	18,490.22
00947556	SCOTTO, CHARLES W AND DONNA F	RENT	5,000.00
631	Marina Fund		
Marina Administration			
00411178	PEPPER INVESTMENTS INC	PEST CONTROL	125.00
00411264	LOWES COMPANIES INC	WINDOWS	1,015.82
00411276	PACIFIC GAS AND ELECTRIC CO	GAS	6,675.43
00411300	VERIZON WIRELESS	DATA USAGE	38.01
00947540	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,300.00



AS HOUSING SUCCESSOR TO
THE ANTIOCH DEVELOPMENT AGENCY
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227 Housing Fund

Housing

00411223	CITY DATA SERVICES LLC	CDBG SERVICES	4,056.00
00411224	CITY DATA SERVICES LLC	CDBG SERVICES	2,028.00
00411243	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	107.96
00411248	HABITAT FOR HUMANITY EAST BAY	CDBG SERVICES	15,258.00
00411258	LOAVES AND FISHES OF CONTRA COSTA	CDBG SERVICES	2,374.80



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 27, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Zoe Merideth, Acting Planning Manager ZM

APPROVED BY: Kevin Scudero, Acting Community Development Director KS

SUBJECT: PG&E Service Center Second Reading (PD-21-05, UP-21-14, DR2023-0022)

RECOMMENDED ACTION

It is recommended that the City Council adopt an ordinance rezoning the project site to Planned Development (PD).

FISCAL IMPACT

There is no direct fiscal impact because of this action.

DISCUSSION

The PG&E Service Center includes the development of an operations building with an underground parking facility, a logistics warehouse, logistics shops, fleet buildings, three storage warehouses, covered storage, material storage, and three pole storage locations. The project site is 2111 Hillcrest Avenue (APN: APN 051-160-002). Development of the site would also include fleet parking, laydown yards, employee and visitor parking, landscaping, and bioretention facilities. The requested entitlements are a Planned Development Rezone, Final Development Plan, Use Permit, and Design Review. The City Council adopted a resolution approving the Final Development Plan, Use Permit, and Design Review on February 13, 2024.

City Council introduced and waived further reading of the Planned Development Rezone ordinance at its February 13, 2024 regular meeting. The adoption of an ordinance requires two separate readings. This second reading will finalize the adoption of the ordinance. The ordinance will take effect 30 days after its final passage (Gov. Code, § 36937).

ENVIRONMENTAL

In accordance with the California Environmental Quality Act, the City prepared an Initial Study/Mitigated Negative Declaration, Response to Comments, and Mitigation Monitoring and Reporting Program to evaluate the potential impacts to the environment associated

with the implementation of the proposed project. The City Council adopted a resolution adopting the documents on February 13, 2024.

Copies of the PG&E Service Center IS/MND are available for review Monday through Friday, at the City of Antioch Community Development Department, between the hours of 8:00 AM and 4:30 PM, Monday through Thursday, and by appointment on Fridays. The IS/MND was also available online at: <https://www.antiochca.gov/community-development-department/planning-division/environmental-documents/>.

ATTACHMENT

A. Planned Development Rezone Ordinance

ORDINANCE NO. XXXX-C-S

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
TO REZONE THE PG&E PROPERTY AT 2111 HILLCREST AVENUE TO
PLANNED DEVELOPMENT (PD-21-05) DISTRICT
(APN 051-160-002)**

WHEREAS, the City of Antioch (“City”) received an application from Richard Price of DGA, on behalf of PG&E, for approval of an Initial Study/Mitigated Negative Declaration, Planned Development Rezone, Final Development Plan, Use Permit, and Design Review to redevelop the existing PG&E service center site through the phased demolition and replacement of existing buildings and the construction of new non-occupied support structures, a below grade parking area, and associated site and infrastructure improvements located at 2111 Hillcrest Avenue (APN 051-160-002);

The City Council of the City of Antioch does ordain as follows:

SECTION 1: TITLE

Rezone the PG&E Property at 2111 Hillcrest Avenue to Planned Development (PD-21-05) District.

SECTION 2: PLANNING COMMISSION

At its regular meeting of January 17, 2024, Planning Commission recommended that the City Council adopt the Ordinance to rezone the subject property to Planned Development (PD-21-05) District for the PG&E Service Station Project.

SECTION 3: LOCATION

The Hillcrest Station Area Specific Plan, adopted by City Council Ordinance 2024-C-S, passed on April 28, 2009, establishes the land plan to implement the proposed PD zoning. 2111 Hillcrest Avenue (APN 051-160-002) is hereby rezoned to Planned Development (PD-21-05) District for the PG&E Service Center Project, and the City of Antioch Zoning Map is hereby amended accordingly.

SECTION 4: DEVELOPMENT STANDARDS

The development standards, as defined below, for the subject property (APN 051-160-002), known as the PG&E Service Center Project, are herein incorporated into this ordinance, and are binding upon said property.

Development Standards for the Proposed PG&E Service Center Project Planned Development District (PD-21-05)

Development Standards	PD Zoning Standards for PG&E Service Center Project
Maximum height	45'

Development Standards	PD Zoning Standards for PG&E Service Center Project
Maximum Lot Coverage	50%
Minimum Front Yard Landscaping Setback	30'
Minimum Interior Side Setback	10'
Minimum Rear Yard Setback	0'
Minimum Lot Size	40,000 Square Feet
Parking	Per Title 9, Chapter 5, Article 17 of the Antioch Municipal Code

SECTION 5: USES

The allowed uses for the subject property 2111 Hillcrest Avenue (APN 051-160-002), known as the PG&E Service Center Project, are PG&E Service Center operations as outlined in the project description, attached as Exhibit A, and are herein incorporated into this ordinance, and are binding upon said property.

SECTION 6: FINDINGS

The City Council makes the following findings for recommendation of approval of the requested Rezone pursuant to Section 9-5.2802 "Findings Required" (A)(1)-(4) of the Antioch Municipal Code:

1. The proposed zone reclassification will allow uses more suitable for the area than the present classification.

The proposed zone reclassification is required in the Hillcrest Station Area Specific Plan, which requires projects to go through a Planned Development rezone process. The rezone clarifies which uses are allowed at the property.

2. Uses permitted by the proposed zone will not be detrimental to adjacent or surrounding property.

The site is an existing PG&E Service Center. The uses proposed for the site already exist at the site. The proposed project supports the existing uses, enhances the site and ensures that any future development would be compatible at the site. Therefore, the proposed zoning will not be detrimental to adjacent or surrounding properties.

3. Evidence has been presented documenting land use changes in the area to warrant a change of zone.

The Hillcrest Station Area Specific Plan requires the Planned Development rezone. As the guiding document for the subject parcel, the rezone is warranted in order to comply with the Specific Plan.

4. The requested zone change is in conformance with the General Plan.

The General Plan designation of the site is Hillcrest Station Area Specific Plan, which refers to the Hillcrest Station Area Specific Plan document. The Specific Plan requires this zone change. Therefore, the zone change is in conformance with the General Plan.

SECTION 7: CEQA

The City Council determined on February 13, 2024 that, pursuant to Section 15074 of the Guidelines of the California Environmental Quality Act, and after full consideration of the Initial Study/Mitigated Negative Declaration, Response to Comments and Mitigation Monitoring and Reporting Program prepared for project, and on the basis of the whole record before it, the Initial Study/Mitigated Negative Declaration for the PG&E Service Center Project should be certified.

SECTION 8: Severability

Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unreasonable, or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

SECTION 9: Publication; Effective Date

This Ordinance shall take effect and be enforced within thirty (30) days from and after the date of its adoption by the City Council at a second reading and shall be posted and published in accordance with the California Government Code.

* * * * *

I HEREBY CERTIFY that the forgoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 13th day of February 2024, and passed and adopted at a regular meeting thereof, held on the 27th day of February 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

LAMAR A. HERNANDEZ-THORPE
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH



ANTIOCH SERVICE CENTER

City of Antioch Planning Department Submission

PROJECT DESCRIPTION

PG&E is renovating and replacing utility, site and building facilities at the current Antioch Service Center in order to update and improve safety and efficiency. These improvements will enable the service center to improve response time for emergencies and improve timely ongoing maintenance and installation services to the surrounding communities. The intent is to replace aging (some 60+ years old) and inadequately-sized facilities. The project also improves and enhances environmental safety. It will improve employee workplace experience by providing appropriate space accommodations and support functions. The project will allow PG&E to align with PG&E's Mission Statement: *"To ensure the well-being and vitality of (its) customers, employees, and the communities (they) serve"*.

This site has been owned and operated as a PG&E service center for many decades – there is no change in use and no additional functions added. The current Customer Service Center will remain in downtown Antioch to continue providing safe, convenient service to the community.

The Service Center site is located in the Hillcrest Station Area Specific Plan, 2111 Hillcrest Ave., APN 051-160-002. The service center occupies approximately 26 acres out of the 56.15 acre overall PG&E property. It is immediately adjacent to a single-family residential neighborhood to the north, our own electrical substation to the east with open fields beyond, SP railroad property and a BART station / arterial to the south, and Hillcrest Ave. on the west. There are few trees on the service center site, located in the existing employee parking area. As the main site entrance is being modified to allow for more stacking/queueing of vehicles off of Hillcrest, this lot becomes ineffective and unsafe. Therefore, the intention is to relocate the employee parking, develop one of the stormwater detention basins in that area, saving as many trees as possible. This keeps open/green space near the street and residential areas.

The proposed project conceptual plans and related information are included in this submission package for the City's consideration. The proposed project consists of 3 major facilities replacement/improvements:

- A. Fleet building – Approximately 20,000 SF single story building for fleet storage and minor maintenance. This building has a very low use intensity.
- B. Logistics/Warehouse building – Approximately 34,000 SF single story building consisting of shops and enclosed warehouse space, and another approximately 20,000 SF of unconditioned covered storage. This building has a low use intensity.
- C. Operations building – Approximately 28,000 SF single story building, primarily office and meeting room uses. This building has an average office use intensity, with a lower intensity from mid-morning thru the afternoon as crews disperse out to the field.

ASC Narrative

These will replace a multitude of smaller, scattered facilities. PG&E will develop a specific list of those buildings that will be removed as the new buildings are completed, in order to provide an accurate tax database.

Additional smaller support structures include:

- Material Storage Building – Approximately 1,800 SF enclosed single story unoccupied building
- Covered (Canopy) Material Storage pad
- Covered Site Bulk Material Storage bins
- Power Pole storage bins
- Replacement Emergency Generator
- Fleet Fueling Station with fully compliant double containment above ground fuel tank
- Covered Outdoor Employee Break Area
- Covered Trash/Recycle enclosure
- PV Canopies over employee parking

In addition to the structures noted, the site will have employee and fleet parking, and paved and gravel surfaces for laydown/material storage. PG&E plans to exceed code minimums for Electric Vehicle Charging Stations in the employee lot and in the fleet parking area as they transition to more hybrid fleet vehicles. As PG&E expands their hybrid fleet, they also are expanding their alternative power generation capacities by placing PV canopies over employee parking. Additional PV panels on new building roofs and even small parapet-mounted wind turbines are being considered as well.

PG&E understands the proximity to sensitive environments, and is taking a responsible approach to containment, pre-treatment, and stormwater management. Two stormwater detention basins will be constructed, sized to consider the possibility of additional paved areas in the future.

The PG&E service center employees mostly full-time permanent employees, including field crews that disperse out to worksites after an initial check-in and gathering of materials at the service center. The facility is normally active Monday thru Friday from 6:30am to 5:00pm; although those hours can be extended if needed for emergency events or unique projects. The service center does not have a public counter and will only have a few visitors, primarily vendors, deliveries and other PG&E staff visiting on official business.

On behalf of the entire PG&E Antioch Service Center project team, we look forward to the City's input on this project so that together we can make these very important service function improvements a reality.

Sincerely,
Richard Price

DGA Project Manager



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 27, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Thomas Lloyd Smith, City Attorney [TLS](#)

SUBJECT: Display of The Pan-African Flag at City Hall

RECOMMENDED ACTION

It is recommended that the City Council move to adopt the resolution directing the Acting City Manager or designee to fly the Pan-African Flag at City Hall throughout the month of February 2024 in recognition of Black History Month in the City of Antioch.

FISCAL IMPACT

This action has no fiscal impact. The Pan-African Flag will be provided to the City by residents of its community who have requested to fly the flag at City Hall during Black History Month.

DISCUSSION

The City received a request from Antioch ACCE to fly the Pan-African Flag, also known as the Afro-American Flag and the Black Liberation Flag, at Antioch City Hall.

The Pan-African Flag is a tri-color flag consisting of three equal horizontal bands, which are red, black, and green. The three colors on the Pan-African Flag each have a symbolic meaning:

- Red represents the blood that unites all people of Black African ancestry and that was shed for liberation.
- Black represents people whose existence as a nation, though not a nation-state, is affirmed by the existence of the flag.
- Green represents the abundant natural wealth of Africa.

The Pan-African Flag was adopted by the UNIA at a conference in New York City in 1920.

At the February 27, 2024 Antioch City Council meeting the City Council shall discuss a proclamation for Black History Month and passage of a resolution to fly the Pan-African

Flag at City Hall throughout the month of February 2024 in recognition of Black History Month in the City of Antioch.

The attached resolution for City Council's consideration directs staff to fly the Pan-African Flag at City Hall throughout the month of February 2024 in recognition of Black History Month in the City of Antioch.

ATTACHMENT

A. Resolution

RESOLUTION NO. 2024/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
DIRECTING STAFF TO FLY THE PAN-AFRICAN FLAG AT ANTIOCH CITY HALL
THROUGHOUT THE MONTH OF FEBRUARY 2024 IN RECOGNITION OF BLACK
HISTORY MONTH**

WHEREAS, in 1920, the Pan-African Flag, also known as the Black Liberation Flag and the Afro-American Flag, was adopted by the UNIA at a conference in New York City;

WHEREAS, the Pan-African Flag is a tri-color flag consisting of three equal horizontal bands, which are red, black, and green;

WHEREAS, the three colors on the Pan-African Flag each have a symbolic meaning:

- Red represents the blood that unites all people of Black African ancestry and that was shed for liberation;
- Black represents people whose existence as a nation, though not a nation-state, is affirmed by the existence of the flag; and
- Green represents the abundant natural wealth of Africa;

WHEREAS, many of the residents, students, employees, and business owners within the City of Antioch who contribute to the enrichment of our City are a part of the African American community;

WHEREAS, African Americans serve as leaders in all professional fields, make contributions that strengthen the fabric of American society;

WHEREAS, African Americans should feel safe to learn, grow, work, and enjoy their lives without the fear of discrimination, harassment, or hate crimes;

WHEREAS, the African American civil rights movement has achieved great progress, but there is more work to be done within our nation;

WHEREAS, the Pan-African Flag, also known as the Black Liberation Flag or Afro American Flag, has been used since the 1920's as a symbol of freedom and unity;

WHEREAS, flying the Pan-African Flag at City Hall throughout the month of February further symbolizes the City's celebration of diversity and support for the African American community;

WHEREAS, the Pan-African Flag has been raised around the world as a symbol of freedom, unity, inclusion, belonging, and hope for members of the African American community;

RESOLUTION NO. 2024/**

February 27, 2024

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WHEREAS, the City of Antioch will be offered a Pan-African Flag by residents of its community who request to fly the flag at City Hall during Black History Month; and

WHEREAS, the City Council is open to considering similar requests to fly flags celebrating the efforts of other nationally recognized civil rights movements that strive for equal rights and equal protection under the law for groups that have historically endured and sought to overcome unlawful and unjust discrimination within our country.

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

1. The Acting City Manager or designee is directed to fly the Pan-African Flag, also known as the Black Liberation Flag and the Afro-American Flag, at City Hall throughout the month of February 2024 in recognition of Black History Month in the City of Antioch.
2. This resolution shall become effective immediately upon its passage and adoption.

* * * * *

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 27th day of February, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:


ELIZABETH HOUSEHOLDER, MPP
CITY CLERK OF THE CITY OF ANITOC


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 27, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Mitchell Loving, Junior Engineer 

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

SUBJECT: Acceptance of Work and Notice of Completion for the Water Main Replacement at Various Locations; P.W. 503-19

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution accepting work and authorizing the Acting City Manager or designee to file a Notice of Completion for the Water Main Replacement at Various Locations Project.

FISCAL IMPACT

The fiscal year 2023/24 budget includes adequate funding from the Water Enterprise fund for the Water Main Replacement at Various Locations ("Project"). The final project cost of the contract is \$2,956,013.76.

DISCUSSION

On September 13, 2022, the City Council awarded a contract to WR Forde for the Project. This work entailed replacing the deteriorating water facilities on August Way from Bart Avenue to East 16th Street, Louis Drive from East 13th Street to East 16th Street, East 13th Street from A Street to Cavallo Road, Eagleridge Drive from Bluerock Drive to near Carpinteria Drive and all of Nash Avenue and Inland Court. In addition, cathodic protection was installed on the facilities in Eagleridge Drive to reduce derogation from the corrosive soils in this area.

City Council provided approval of this amendment to the agreement to include the replacement of additional water facilities required to connect to the existing water system adjacent properties on East 13th Street.

All work on this project was completed on November 15, 2023.

ATTACHMENTS

- A. Resolution
- B. Notice of Completion

ATTACHMENT "A"

RESOLUTION NO. 2024/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE ACTING CITY MANAGER OR DESIGNEE TO FILE A NOTICE
OF COMPLETION FOR THE WATER MAIN REPLACEMENT AT VARIOUS
LOCATIONS
PW 503-19**

WHEREAS, on June 14, 2022, the City Council adopted the 5 Year Capital Improvement Program 2022-2027, which included funding for the Water Main Replacement at Various Locations ("Project");

WHEREAS, the Project was published and advertised in the East County Times on July 8, 2022 and July 11, 2022, and a Notice to Contractors was sent to the construction trade journals;

WHEREAS, the Project bids were publicly opened and read on August 16, 2022, and five (5) bids were received;

WHEREAS, the lowest responsive and responsible bidder was submitted by W.R. Forde Associates. Inc. ("WR Forde") of Richmond;

WHEREAS, on September 13, 2022, WR Forde was awarded a construction agreement ("Agreement") by the City of Antioch to perform work associated with the Project;

WHEREAS, on February 13, 2024, the City Council authorized the Acting City Manager to execute the first amendment to the Agreement with WR Forde for this Project in the amount of \$189,513.76 for a total contract amount of \$2,956,013.76;

WHEREAS, the City Council has considered accepting work and authorizing the Acting City Manager or designee to file a Notice of Completion for the Project; and

WHEREAS, all work on the Project was completed on November 15, 2023 at a final contract price of \$2,956,013.76 in accordance with plans and specifications referred to therein.

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

1. Determines that the work on the Water Main Replacement at Various Locations Project has been completed and accepts the work; and
2. Authorizes the Acting City Manager or designee to execute and file for record with the County Recorder, County of Contra Costa, a Notice of Completion for the Project.

RESOLUTION NO. 2024/**

February 27, 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 27th day of February 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"

**RECORDED AT THE REQUEST
OF:**
CITY OF ANTIOCH, CA

WHEN RECORDED MAIL TO:
CITY OF ANTIOCH
CAPITAL IMPROVEMENTS DIVISION
P.O. BOX 5007
ANTIOCH, CA 94531
(925) 779-7050

THIS SPACE FOR RECORDER'S USE

**NOTICE OF COMPLETION FOR THE
WATER MAIN REPLACEMENT AT VARIOUS LOCATIONS
PW 503-19**

NOTICE IS HEREBY GIVEN:

1. That the interest or estate stated in paragraph 3 herein the real property herein described is owned by: City of Antioch, 200 H Street, Antioch, California 94509.
2. That the full name and address of the Owner of said interest or estate, if there is only one Owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the stated owner, or if more than one owner, then of the stated owner and co-owners is: In fee.
4. That on November 15, 2023, the work and improvements hereinafter described, the contract for which was entered into by and between the City of Antioch and W.R. Forde Associates. Inc. was completed.
5. That the name of the original contractor, if any, for said work of improvement was W.R. Forde Associates. Inc.
6. The surety for said project was Fidelity and Deposit Company of Maryland.
7. This project entailed water main replacement on August Way from Bart Avenue to East 16th Street, Louis Drive from East 13th Street to East 16th Street, East 13th Street from A Street to Cavallo Road, Eagleridge Drive from Bluerock Drive to near Carpinteria Drive and all of Nash Avenue and Inland Court.

**THE UNDERSIGNED STATES UNDER PENALTY OF
PERJURY THAT THE ABOVE IS TRUE AND CORRECT**

Date

Scott Buenting, P.E.
Acting Public Works Director/City Engineer
City of Antioch



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 27, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Mitchell Loving, Junior Engineer

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

SUBJECT: Acceptance of Work and Notice of Completion for the West Antioch Creek Silt Removal; P.W. 201-5A

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution accepting work and authorizing the Acting City Manager or designee to file a Notice of Completion for the West Antioch Creek Silt Removal Project.

FISCAL IMPACT

The fiscal year 2023/24 budget includes funding from the State of California Department of Water Resources Proposition 1 Integrated Regional Water Management Implementation Grant and the Sewer Enterprise fund for the West Antioch Creek Silt Removal ("Project"). The final Project cost of the contract is \$631,271.

DISCUSSION

On July 25, 2023, the City Council awarded a contract to Build Forces Inc. for the Project. This project entailed the removal of accumulated silt within West Antioch Creek between West 4th and West 8th Streets. A low-flow channel was constructed along the western edge of this creek segment. Additional work performed on the Project included processing and disposing of excess soil and vegetation material as well as revegetation and restoration of the channel banks.

All work on this project was completed on December 11, 2023.

ATTACHMENTS

- A. Resolution
- B. Notice of Completion

ATTACHMENT "A"

RESOLUTION NO. 2024/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE ACTING CITY MANAGER OR DESIGNEE TO FILE A NOTICE
OF COMPLETION FOR THE WEST ANTIOCH CREEK SILT REMOVAL
PW 201-5A**

WHEREAS, on June 13, 2023, the City Council adopted the 5-Year Capital Improvement Program 2023-2028, which included Proposition 1 funding for the West Antioch Creek Silt Removal ("Project");

WHEREAS, the Project was published and advertised in the East Bay Times on May 19, 2023 and May 22, 2023, and a Notice to Contractors was sent to the construction trade journals;

WHEREAS, the Project bids were publicly opened and read on June 20, 2023, and seven (7) bids were received;

WHEREAS, the lowest responsive and responsible bidder was submitted by Build Forces Inc. of Sacramento;

WHEREAS, on July 25, 2023, Build Forces Inc. was awarded a construction agreement ("Agreement") by the City of Antioch to perform work associated with the Project;

WHEREAS, the City Council has considered accepting work and authorizing the Acting City Manager or designee to file a Notice of Completion for the Project; and

WHEREAS, all work on the Project was completed on December 11, 2023, at a final contract price of \$631,271 in accordance with plans and specifications referred to therein.

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

1. Determines that the work on the West Antioch Creek Silt Removal Project has been completed and accepts the work; and
2. Authorizes the Acting City Manager or designee to execute and file for record with the County Recorder, County of Contra Costa, a Notice of Completion for the Project.

* * * * *

RESOLUTION NO. 2024/**

February 27, 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 27th day of February 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT "B"

**RECORDED AT THE REQUEST
OF:**
CITY OF ANTIOCH, CA

WHEN RECORDED MAIL TO:
CITY OF ANTIOCH
CAPITAL IMPROVEMENTS DIVISION
P.O. BOX 5007
ANTIOCH, CA 94531
(925) 779-7050

THIS SPACE FOR RECORDER'S USE

**NOTICE OF COMPLETION FOR THE
WEST ANTIOCH CREEK SILT REMOVAL
PW 201-5A**

NOTICE IS HEREBY GIVEN:

1. That the interest or estate stated in paragraph 3 herein the real property herein described is owned by: City of Antioch, 200 H Street, Antioch, California 94509.
2. That the full name and address of the Owner of said interest or estate, if there is only one Owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the stated owner, or if more than one owner, then of the stated owner and co-owners is: In fee.
4. That on December 11, 2023, the work and improvements hereinafter described, the contract for which was entered into by and between the City of Antioch and Build Forces Inc. was completed.
5. That the name of the original contractor, if any, for said work of improvement was Build Forces Inc.
6. The surety for said project was Old Republic Surety Company.
7. This project entailed removing accumulated silt and constructing a low-flow channel within West Antioch Creek between West 4th and West 8th Streets.

**THE UNDERSIGNED STATES UNDER PENALTY OF
PERJURY THAT THE ABOVE IS TRUE AND CORRECT**

Date

Scott Buenting, P.E.
Acting Public Works Director/City Engineer
City of Antioch


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 27, 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: Approval of Extra Street Sweeping Services from Sweeping Corporation of America Utilizing the Sourcewell Cooperative Purchasing Agreement No. 062421-SWP

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving the proposal from Sweeping Corporation of America for extra street sweeping services in the amount of \$100,270 in FY 2023/24 and \$210,565 in FY 2024/25 for a total contract amount not to exceed \$310,835; and
2. Authorizing the Acting City Manager to execute procurement of extra street sweeping services utilizing Sourcewell Cooperative Purchasing Contract No. 062421- SWP with Sweeping Corporation of America.

FISCAL IMPACT

General Fund budget for additional street sweeping was approved by the City Council at the November 28, 2023 meeting.

DISCUSSION

On October 24, 2023, the City Council approved extra street sweeping services. Staff was directed to include a budget amendment request as part of the mid-year budget review process. On November 28, 2023, the City Council approved a budget amendment to fund extra street sweeping services throughout the City.

Approval of the attached resolution will provide for the implementation of extra street sweeping services as outlined in the attached proposal to improve street cleanliness throughout the City.

Staff recommends accepting the proposal from Sweeping Corporation of America ("SCA") and entering into an agreement for these extra services. SCA holds a Sourcewell Contract for street sweeping Services. The City can utilize cooperative purchasing and dispense

with bidding procedures for the purchases of goods and services under its Municipal Code Section 3-4.12 (C) (1) and (2) which authorizes the use of Cooperative Purchasing Agreements.

ATTACHMENTS

A. Resolution

Exhibit 1: Sweeping Corporation of America Quote dated January 18, 2024

B. Sourcewell Contract No. 062421-SWP

ATTACHMENT "A"

RESOLUTION NO. 2024/xxx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE PROPOSAL FROM SWEEPING CORPORATION OF AMERICA
FOR EXTRA STREET SWEEPING SERVICES AND AUTHORIZING THE ACTING
CITY MANAGER TO EXECUTE PROCUREMENT OF EXTRA STREET SWEEPING
SERVICES UTILIZING SOURCEWELL COOPERATIVE PURCHASING CONTRACT
NO. 062421-SWP WITH SWEEPING CORPORATION OF AMERICA**

WHEREAS, on October 24, 2023, the City Council approved extra street sweeping services;

WHEREAS, on November 28, 2023, the City Council approved a General Fund budget amendment to fund extra street sweeping services throughout the City;

WHEREAS, staff has considered providing implementation of extra street sweeping services as outlined in the attached proposal (Exhibit "1") to improve street cleanliness throughout the City;

WHEREAS, staff recommend accepting the proposal from Sweeping Corporation of America and entering into an agreement for these extra services;

WHEREAS, Sweeping Corporation of America holds a Sourcewell Contract for street sweeping services; and

WHEREAS, the City can utilize cooperative purchasing under its Municipal Code Section 3-4.12 (C) (1) and (2) which authorizes the use of Cooperative Purchasing Agreements.

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

1. Approves the proposal from Sweeping Corporation of America for extra street sweeping services in the amount of \$100,270 in FY 2023/24 and \$210,565 in FY 2024/25 for a total contract amount not to exceed \$310,835; and
2. Authorizes the Acting City Manager to execute procurement of extra street sweeping services utilizing Sourcewell Cooperative Purchasing Contract No. 062421- SWP with Sweeping Corporation of America.

RESOLUTION NO. 2024/***

February 27, 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 27th day of February 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT "1"



1/18/2024

Sourcewell Contract #062421- SWP

Dear Carlos,

Thank you for taking the time to meet with our team a few weeks ago. We would like to express our gratitude for the partnership of the City of Antioch, and for your trust in our ability to serve as the City's sweeping provider.

Over the past month, we have conducted a thorough analysis of our sweep schedule, documenting any obstacles that we encountered in conducting effective sweeps. We have identified two measures that we believe, if implemented by the City, could effectively address, and ultimately resolve some of the issues that the City has been facing. SCA is pleased to offer the following Sourcewell Cooperative Pricing to the City of Antioch (Sourcewell acct. # 17913 for the period of March 1, 2024 - February 28, 2025, renewal period).

1. Extra residential sweeping service "Problem Areas"

- a. Issue: Certain residential areas have significant volume of parked cars on sweep days, impeding an effective sweep
- b. Service: Perform a two sweeper sweep of selected areas, using a broom and vacuum sweeper. Area to be cleared of vehicles prior to sweep; additional details discussed between SCA and City
- c. **Price: \$3,350.00 per sweep for an amount up to \$75,000. (Approximately 22 extra sweeps.)**
- d. Goal: Determine effectiveness of sweep and conduct subsequent services in other high-debris areas; quarterly touch-ups for hotspot areas scheduled thereafter, per City request

2. Increased Sweeping of Arterial Routes

- a. Issue: Our analysis showed significant debris accumulation in the City's Arterial routes between sweeps
- b. Service: As previously proposed, increase sweeping from 2x/month to 4x/month to improve sweep effectiveness
- c. **Price: \$125,539.20/year**
- d. Goal: Improve street quality by increasing sweep frequency only in routes where outcome will be most effective

Please let us know if you have any questions regarding these two proposals. We look forward to your response!

Sincerely,

Jesse Alvarado

General Manager
Sweeping Corp of America
1113 N Shaw rd, Stockton, CA 95215
jalvarado@sweepingcorp.com
O-408-498-4631 | C-209-229-5999

ATTACHMENT "B"

062421-SWP



Solicitation Number: RFP #062421

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sweep America Intermediate Holdings, LLC, 4141 Rockside Road, Suite 100, Seven Hills, OH 44131 (Supplier).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

3. Use; Quality Control.

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

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

Minimum Limits:

\$1,000,000 each accident, combined single limit

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

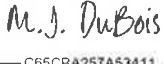
22. CANCELLATION

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

Sourcewell

Sweep America Intermediate Holdings, LLC

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/5/2021 | 6:48 AM CDT

DocuSigned by:

By: C65CBA257A53411...
M.J. DuBois, President, DuCo, LLC
Title: Authorized Contract Administrator
Date: 8/4/2021 | 10:19 AM PDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 8/5/2021 | 6:57 AM CDT

RFP 062421 - Facilities Maintenance Services

Vendor Details

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

Submission Details

Created On: Thursday May 06, 2021 10:06:15
Submitted On: Wednesday June 23, 2021 08:25:49
Submitted By: MJ DUBOIS
Email: mjdubois@ducollc.com
Transaction #: 283ad96f-1d25-45df-bb9f-63468354624b
Submitter's IP Address: 47.201.57.209

Specifications**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only):	Sweep America Intermediate Holdings, LLC EIN: 62-1348993
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	All subsidiary entities are organized under Sweep American Intermediate Holdings, LLC. SCA Equipment LLC SaniTech Jet Vac Services LLC SCA of OH, LLC SCA Acquisitions, Inc. SCA of Georgia LLC SCA of SC, LLC Hy-Tech Property Services LLC Sweeping Corporation of America Inc. SCA Reilly Sweeping Inc. USA Services of Florida LLC Sweep A Lot Inc. SCA of IN LLC SCA of MI LLC SCA of CA LLC Sweeping South Inc. Accusweep Services Inc. Clean Sweep Inc. Total Asphalt Services LLC U.S. Sweeping Inc. Envirosweep LLC Envirosweep Specialty Services LLC SCA of MO LLC Momsville Sweeping Inc. SCA Reilly Sweeping Inc. (PA) SCA Reilly Sweeping Inc. (MD) Reilly Sweeping Inc. (OH) Superior Sweeping Service Inc. C&J Parking Lot Services Inc. Buckeye Sweeping, Inc. Andrews Street Sweeping LLC Contractors and Municipal Sweeping Services, Inc. Cleanstreet LLC Miller Pacific Enterprises Inc. Jonset Corporation Cannon Pacific Services Inc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	SCA Sweeping Corporation of America - see attached certificate - OH
4	Proposer Physical Address:	4141 Rockside Road Ste 100 Seven Hills, OH 44131
5	Proposer website address (or addresses):	www.sweepingcorp.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	M.J. DuBois, Authorized Contract Administrator DuCo, LLC. 1079 Tamiami Trl N #350 Nokomis, FL 34275 410-924-1004 mjdubois@ducollc.com
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	M.J. DuBois, Authorized Contract Administrator DuCo, LLC. 1079 Tamiami Trl N #350 Nokomis, FL 34275 410-924-1004 mjdubois@ducollc.com
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mike Siragusa, Vice President 4141 Rockside Rd STE 100 Seven Hills OH, 44131 MSiragusa@sweepingcorp.com 469-265-1373

Table 2: Company Information and Financial Strength

Line Item	Question	Response
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>HISTORY & HERITAGE</p> <p>Sweep America Intermediate Holdings, LLC, doing business as SCA Sweeping Corporation of America (SCA), is the largest self-performing power sweeping services provider in the United States. With an emphasis on quality service and customer focus, they quickly became the nation's elite North America Power Sweeping Association (NAPSA) certified sweeping contractor. Although SCA was formed in 2017, their sweeping heritage began in 1960 with the founding of Contract Sweeping & Equipment in Columbus, Ohio.</p> <p>SCA can offer their customers a superior experience in sweeping services as well as an all-encompassing NPDES (National Pollutant Discharge Elimination System) storm-water plan with their sweeping and sewer JetVac solutions and best in class vehicles. Their reliable services have been trusted by municipalities, State Departments of Transportation, construction contractors and commercial, parking, and industrial properties throughout the mid-western, eastern and southern United States.</p> <p>Since February of 2017, SCA has completed 25 strategic acquisitions and look forward to continuing to identify inorganic growth opportunities in markets across the US. As of May 2021, SCA has 50 operating locations.</p> <p>MISSION STATEMENT</p> <p>To be the premier power sweeping services company in North America by providing safe, reliable and economical solutions to our customers while adhering to our core values.</p> <p>CORE VALUES:</p> <p>SAFETY: Our employees are empowered and responsible for the complete safety of themselves, our customers and the areas where we operate.</p> <p>SERVICE: We uphold an unwavering commitment in providing our valued customers the highest level of respectful, efficient and reliable service.</p> <p>INTEGRITY: Do the right thing, at the right time for the right reason. We keep our promises to our stakeholders - our customers, our communities and each other.</p> <p>GROWTH: We promote a collaborative work environment where our employees can make a difference and realize their full potential. Together the SCA team will drive our continued growth and success.</p> <p>OUR SAFE and HIGHLY QUALIFIED DRIVERS:</p> <p>To ensure the highest quality service, SCA is a drug free workplace. All SCA operational personnel must meet the following guidelines/requirements:</p> <ul style="list-style-type: none"> • Possess a current commercial driver's license and valid DOT medical card. • Pass a pre-hire drug screen, background check and physical. • Participate in random drug & alcohol screening • Allow annual review of their Motor Vehicle Record • Always wear an ANSI class three (3) safety vest • Participate in monthly safety meetings. • If an employee accumulates more than 6 points on their MVR in a 3-year period they are subject to immediate dismissal <p>Extensive job specific training is provided via equipment manufacturer's video, insurance videos, and hands-on training. A supervisor will ride with each new employee until they are proficient in the safety, maintenance, and operation of a street sweeper. SCA drivers are always required to adhere to traffic laws and are aware that offenses such as sweeping against the flow of traffic will result in disciplinary action up to immediate dismissal. All of their maintenance staff are factory trained and undergo additional training annually. Uniformed SCA personnel operate clearly identified sweepers which include the SCA company logo, phone number, operational location and US DOT number.</p>
10	What are your company's expectations in the event of an award?	SCA hopes to build on their present customer base by adding the ability to utilize an awarded Sourcewell Contract. An awarded contract will allow SCA to continue their company's growth, provide Sourcewell Members with impeccable service, allow Sourcewell members nationally discounted prices and open opportunities to SCA in the educational and non-profit markets.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Sweep America Intermediate Holdings, LLC (SCA) is a sound and stable company. Please see attached Certificates of Good Standing, Bonding Qualification, and Bank Letter. The Duns number for this entity is 08-095-4905</p> <p>SCA has many more Certificates of Good Standing and will be happy to provide any Member with this information.</p>
12	What is your US market share for the solutions that you are proposing?	Today, SCA is ten times larger than that of their closest competitor. It is hard to establish a market share for their services as it is a highly fragmented market with over 1,000 local companies across the United States. Many municipalities self-perform which makes market share tough to calculate. SCA is the only truly scaled sweeping self-performing sweeping services provider and their scale enables them to bring a higher level of sophistication creating numerous advantages relative to their competitors.
13	What is your Canadian market share for the solutions that you are proposing?	Today, SCA has no operations in Canada. SCA has an interest in expanding first into the Ontario area. If there becomes more interest among the Canadian Members, SCA will examine the opportunity to expand into other Canadian territories as well.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	SCA nor its parent company has ever filed for bankruptcy.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	SCA is best described as a service provider with 50 locations across the United States. SCA employs a staff of over 1200 full-time team members that will be proving sales support and performing all services related to any awarded Sourcewell contract.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Sweeping Corporation of America and/or listed subsidiaries holds many Contractors Licenses in the following states (not limited to these states): AL, MS, LA, TN, MS, VA, TN, MO, LA,</p> <p>SCA or listed subsidiaries holds business licenses or business registrations in the following states (not limited to these states) VA, DE, NJ, PA, CA, IN, MO, OH, WV, SC, AL, GA, MS, AL, TN, KY, OK, MD, NC, RI, TX, FL</p> <p>SCA holds a Florida Department of Health Operating Permit</p> <p>If a member requires a specific license to do business, SCA is able to obtain that license.</p>
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Neither SCA nor any subsidiaries have ever been suspended or disbarred during the last ten years.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>SCA has been consistently recognized by various third-party organizations across our footprint at the local, regional, and national level. They have included a few awards below. Although they appreciate the recognition, they feel as though the best measure of success is renewal and referral business from their current customers.</p> <p>Sweeping Company of the year by Pavement Maintenance and Reconstruction magazine in 2019</p> <p>WSA Sweeper of the Year in 2017</p> <p>East Tennessee Clean Fuel Fleet Award in 2019.</p> <p>NAPSA Certified Sweeping Company</p> <p>In addition to the above awards, SCA is also a proud member of the following trade and industry groups that have high standards for their members, especially the National American Power Sweeping Association which certifies companies for their service levels.</p> <ul style="list-style-type: none"> 60 Years of Sweeping Heritage National American Power Sweeping Association American Public Works Association Property Management Association National Association of Sewer Service Companies American Road and Transportation Builders Association
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 37-40% of SCA's total sales are to DOT, County and Municipal customers for the last 3 years.
20	What percentage of your sales are to the education sector in the past three years	Less than 1% of SCA sales have been to non-profit and schools during that same time period.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>SCA does not hold any cooperative purchasing contracts.</p> <p>In the last year, SCA received over \$24 million in revenue with 13 state agencies covered by 67 contracts with the following states: AL, CA, FL, GA, LA, MD, MS, NC, PA, SC, TN, TX AND VA</p> <p>In the last year, SCA received over \$15 million of contracted revenue with over 325 local municipalities and counties across 18 states: AL, CA, DE, FL, GA, IN, LA, MI, MS, NC, NJ, OH, PA, SC, TN, TX AND VA.</p> <p>The prior two annual periods are comparable to the 2020 annual municipal sales volumes.</p>
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	SCA does not hold any GSA or Standing Offer Arrangements.

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
City of Groveport, OH	Walter Wagner See attached Letter	614-830-3910 ex 1402
City of Pharr, TX	Ignacio Amezcua See attached Letter	956-402-4231 ex 1199
Township of Fall, PA	Joseph Arno See attached Letter	215-949-9000 ex 281
Town of Brookwood, AL	Joe Barger See attached Letter	205-556-1300

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Georgia DOT	Government	Georgia - GA	Sweeping and Jet/Vac Services	\$2,817,000 to \$7,744,000 annually	\$13,054,669
Alabama DOT - Birmingham	Government	Alabama - AL	Sweeping Services	\$588,000 to \$1,764,000 annually	\$4,020,177
City of Memphis	Government	Tennessee - TN	Jet/Vacuum Services	\$492,906 to \$1,802,000 annually	\$3,940,819
Florida DOT - District 5 - Brevard	Government	Florida - FL	Sweeping Services	\$399,600 to \$1,132,000 annually	\$2,143,426
Florida DOT - District 5 - Orange	Government	Florida - FL	Sweeping Services	\$284,218 to \$874,824 annually	\$2,009,835

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
25	Sales force.	SCA has a fully-staffed sales force. There are 14 Regional Sales managers that provide coverage across all 50 locations in the United States. Those Regional Sales Managers provide support for all of SCA's lines of business. All Regional Sales Managers report to a Government Bid and Contract's Manager who reports directly to a Vice President of Sales.
26	Dealer network or other distribution methods.	There is no dealer network. There are 50 SCA locations. See attached for Map of locations and list of cities/states
27	Service force.	SCA employs over 1200 full-time team members throughout their 50 locations. SCA owns all of the equipment to be used in performing facilities maintenance services for Sourcewell Members.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>SCA's proprietary VSS technology allows customers to log into a custom cloud-based portal to visually see real-time and historical sweeping cycle data. This information can be easily exported for billing verification and reporting showing the customer's parking lots, streets and highways are being swept as they expect.</p> <p>SCA guarantees service satisfaction. If SCA does not complete the scope of work to the customer's satisfaction, they will redo the area in question. The response time is usually the same day and well within 12 hours. The service time will be completed within 48 hours.</p> <p>SCA provides GPS reports on completed sweeping cycles pursuant to the attached customer service flyer.</p> <p>Each SCA site will have a Regional Sales Manager and a Project Manager contact for each job. These contacts will be listed on the Sourcewell Quote that is presented to the Member.</p>
29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>SCA is in business to self-perform facilities maintenance services, parking lot sweeping, street sweeping, Jet/Vacuuming, closed circuit TV pipe inspection and porter services. SCA is aggressively pursuing new business growth opportunities within North America, and a contract with Sourcewell supports their overall corporate strategy.</p> <p>SCA is continually expanding their network of locations and is willing to provide services in the areas of their current locations. SCA is also willing to provide services nationally beyond their current locations.</p> <p>See the attached Advertising in the Municipal Magazine recently published.</p>
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>SCA does not have any operations currently in Canada. SCA is continually expanding their network of locations and is willing to provide services in Canada where able.</p> <p>SCA is open to expanding into Canada.</p>
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	SCA will cover all of the United States. SCA will cover parts of Canada, specifically in the Ontario area.
32	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no participating entity sectors that SCA will not cover fully.
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	SCA will participate with Hawaii, Alaska and other US Territories. There will be fees for equipment mobilization where there is no local presence. The fees will be to cover costs of equipment transportation. This will not be a profit center for SCA. All applicable charges will be discussed in the quote process prior to any Member issuing a Purchase Order.

Table 7: Marketing Plan

Line Item	Question	Response *
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>SCA has an integrated marketing strategy that utilizes both traditional and non-traditional marketing channels to drive leads and convert prospects. The majority of their marketing efforts are digitally focused and utilize the following primary strategies to identify new prospects, leads, and opportunities.</p> <p>See attached examples of electronic marketing flyers.</p> <ol style="list-style-type: none"> 1. Search Engine Optimization (SEO) 2. Search Engine Marketing (SEM) 3. Customer Segmentation Analysis for Targeting 4. Sales Playbook, Sales Manual and Sales Pitch deck developed and utilized by SCA's sales team. 5. B2B direct marketing strategies (Integrated) <p>In addition to the above strategies, SCA also utilizes direct sales strategies working with our 14 Regional Sales Managers (RSMs) located across the footprint as well as their Site and General Managers that are our customer's primary contact for any work to be completed.</p> <p>SCA will train all of their sales staff with the assistance of MJ DuBois, Contract Administrator, and make use of Sourcewell's available employees, extensive collection of vendor support materials. This training will be accomplished both by group sales meetings and one-on-one virtual meetings. MJ DuBois has been training in the marketing and sales of Sourcewell Contracts for over ten years with an abundance of success.</p> <p>SCA will take an aggressive approach to marketing Sourcewell. SCA will include Sourcewell Logos in their service brochures and on their website. SCA will want their customers to immediately know that they have a Sourcewell Contract available for their utilization whether they are a member or want to become a member. In order to further ensure that SCA is fully marketing the value of Sourcewell, SCA will encourage their sales staff to attend regional Sourcewell training sessions as well as utilize their assigned Sourcewell Vendor Development Manager to assist in answering questions for Members interested in learning more about the value of the Sourcewell procurement process.</p> <p>See attached ads recently published in Municipal Magazine.</p>
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>SCA has invested heavily over the last 6+ months in marketing technology and resources. Below is a short list of some of the tools SCA utilizes to track performance of all of their marketing efforts.</p> <ol style="list-style-type: none"> 1. Sisense – Periscope - A data visualization tool that allows us to build a dashboard to better analyze all the digital marketing metrics from our ad campaigns. 2. Salesforce - A customer relationship management (CRM) tool to optimize the sales and reporting processes. 3. Asana - A project management tool SCA uses as a team to ensure they are not forgetting about any specific tasks related to the 30+ projects they are working on at any time. 4. Trello - An online, list-making tool that allows for team collaboration and task tracking 5. FlipHTML5 - An online flipbook tool that allows SCA to convert PDFs to embedded HTML documents with interactivity and full engagement tracking 6. Visme - An online design tool that allows SCA to internally develop all different types of marketing communications. From info-graphics to social media promotions to full advertisements. <p>SCA has made significant investments in third-party consulting firms in 2021 that are experts in digital marketing.</p> <p>Voglio – Digital Marketing & Advertising Perception Builder – Website Optimization Scaling Innovations – Customer Segmentation Analysis Aggregate Insights – Sales Strategy Planning and Implementation</p> <p>Recent results of SCA strategies include:</p> <p>SCA has seen a 39% increase in Google 1st position rankings from January to April 2021.</p> <p>From January 1 – Feb. 28 vs. March 1 – April 30, web leads have increased by 54%.</p> <p>SCA's current Return on Ad Spend (ROAS) is 16:1. For every \$1 of advertising they are spending, they are generating \$16 of net new revenue. (Anything greater than 4:1 is considered successful.)</p> <p>SCA's revenue per lead is 1,694% greater than their cost per lead.</p>
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell knows how to promote their contracts! SCA believes that Sourcewell's marketing model works and that is demonstrated by the growth in Sourcewell sales. The basis of SCA's longevity is service-rated and Sourcewell is well aware of this concept.</p> <p>SCA is firmly committed to the Sourcewell contract buying concept and is in agreement that it is the way of the future. SCA will create sessions at their National Sales Meetings dedicated solely to Sourcewell sales education and training. These sessions will include how to properly sell, using any contract award, question and answer periods, and testimonials about SCA success stories with the contract.</p>
37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	SCA's services will not be available through an e-procurement order process as each customer site is different and will need to be viewed by a Regional Sales Manager prior to quoting.

Table 8: Value-Added Attributes

Line Item	Question	Response *
38	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	SCA will not provide training as a part of the scope of this contract. SCA will provide services; no equipment is to be used by the Member.

39	Describe any technological advances that your proposed products or services offer.	<p>VERIFIED SWEEPING SERVICE®</p> <p>SCA is the only sweeping company to offer the proprietary Verified Sweeping Service® (VSS). Their proven state-of-the-art VSS portal allows their customers to confirm that specific Geo-fenced areas (contracted segment of parking lots/roads/highways) have been swept, minimizing the use of a human inspector, saving on costs. Sourcewell entities will have visibility into our active contract and will be able to view agreed to Geo-fence boundaries, service parameters (max speed, min broom time, etc.) and a history of work-order completions. Our VSS portal is also available in desktop and mobile devices to allow for convenient access at any time to view predetermined performance metrics, real-time execution progress, and historical perspectives of SCA's services.</p> <p>All equipment used by SCA in the course of completing Member's Job Orders comply with the latest EPA emission standards.</p> <p>SCA's new equipment purchases consist of the following types of equipment that far exceed industry standard and are considered far superior due to their technological advances:</p> <p>M6 AVALANCHE (MECHANICAL SWEEPER) 5-Yard Mechanical Sweeper</p> <p>The Schwarze M6 Avalanche™ is earning its reputation as the premier heavy duty mechanical broom sweeper in the American marketplace.</p> <p>The versatile Schwarze M6 Avalanche sweepers offer many of the design innovations that have become the Schwarze® hallmark. The Schwarze® Easy Change Conveyor System makes it a breeze to repair or replace a conveyor. Or go from a squeegee type to a belt type conveyor on the same machine. The free float, impact resistant, drag shoes take lateral impact from milling cuts, manhole covers and curbs and flexes back into place.</p> <p>Elgin - Broom Bear (MECHANICAL SWEEPER)</p> <p>Rugged and made to last, the Elgin® Broom Bear® four-wheel mechanical (broom) sweeper is the most efficient on the market. Mounted on a commercially available conventional or cab-over chassis with fully dualized controls (single-steer optional) and an intelligent single-engine design that utilizes the chassis engine to power the sweeper. The Elgin Broom Bear features a large hopper and water tank, which means more productive sweeping time. Single-engine design keeps maintenance or the need for replacement sweeper parts to a minimum. A variable dumping height and 11" (279 mm) of hopper side-shift ensures easy dumping. This sweeper is available with your choice of squeegee or no-jam belt conveyor systems, depending on the application requirements. The short wheelbase, large brooms, and dual mode air suspension system make the Elgin Broom Bear ideal for sweeping in both congested urban areas and far away rural locations.</p> <p>The Elgin Broom Bear is available as an optional alternative fuel sweeper including compressed natural gas (CNG).</p> <p>Nitehawk Sweepers - Osprey II - Regenerative Air Sweeper for Low Profile Applications (Parking Decks/Garages)</p> <p>The next generation Osprey II is engineered to perform in the most diverse operating environments. Built on a low profile conventional chassis, this sweeper can excel in any location. 35 years of inspired design and field testing have culminated in the best-in-class sweeping performance of the Osprey II. The advanced hydraulic system has the power to sweep anything you throw in front of it. Reliable quiet operation lets you clean where no other sweeper can. Powerful, silent and efficient. There is simply nothing else like it.</p> <ul style="list-style-type: none"> • Advanced Hydraulics -Generate power and reliability where you need it most • "Stealth Sweeping" System - Single engine hydraulic design delivers the quietest performance of any sweeper • 5 year warranty - longest warranty of any sweeper manufacturer • Lowest Cost of Operation - No auxiliary engine delivers performance with efficiency • Customized Application - Passenger side brooms, specialized cameras, custom paint - we can build your perfect unit • Innovative Controls - User friendly controls customized for operators • Longevity - NiteHawk has been producing sweepers for over 45 years. • Support - full service dealerships and factory support throughout the US. • Driver Friendly - Simple operation, training and No CDL requirement. <p>Sewer Equipment Co. of America</p> <p>MODEL 900 ECO COMBINATION SEWER CLEANER</p> <p>Sewer Equipment Co. of America introduces the Model 900 ECO Combination Sewer Cleaner truck. The 900 ECO utilizes proven technologies to deliver a machine with a simplicity that is unequalled in the combo jet vac truck industry. The Model 900 ECO operating platform offers the best in class fuel efficiency and noise reduction for operator safety.</p> <p>It all starts with our patented "Hydro Drive" powertrain system. The Hydro Drive powers the pump and blower in addition to the auxiliary hydraulic systems. When you are ready to work, simply put the truck in neutral and apply the parking brake and exit the cab while the combo truck remains in neutral and power is taken directly from the chassis engine, assuring operator safety during operation, as there is no transfer case to slip into gear.</p> <p>The simplicity at the operator's station begins with the flip of one switch: Work Mode. The operator can utilize the remaining three switches (water pump, blower, and throttle) to go to work with ease. What's more, there are no special sequences required, that's it! Additionally, simplicity continues with the use of 12-volt electrical switches, relays, and solenoids throughout the truck, making it easy for mechanics to run diagnostics and maintain the equipment. Moreover, no special laptops or software programs required; all you need is a simple test light and a hydraulic pressure gauge.</p> <p>CUES - Sewer and Pipeline Inspection Systems</p> <p>CUES PRE-BUILT MAINLINE AND LATERAL INSPECTION VEHICLES</p> <p>CUES TV/LAMP (mainline and lateral probe) inspection vehicles to help locate electric lines, water lines, gas lines, sewer lines, and other pipes in the path of boring machines to avoid penetrating or damaging the pipes. Prior to the initiation of horizontal boring, use the CUES TV/LAMP truck system to perform pan and tilt inspections of the mainline sewer pipe while viewing and locating lateral services. CUESTV LAMP vehicles can include a variety of inspection equipment based on your specific needs. Trucks include state of the art Evolution Interior III, featuring an ergonomic design to achieve ease of operation, safety, and convenient storage to produce the most efficient, rugged, and reliable system in today's market.</p> <p>Safety Technology - Scorpion II® TMA Truck Mounted Attenuator</p> <p>After 17 years on the road, over 2,000 documented impacts, and thousands of lives saved across the globe, the Scorpion TMA's Patented design is the safest and most reliable Truck Mounted Attenuator available today!</p> <p>The Scorpion II TMA consists of strut and cartridge sections that are linked together on a support frame. This open cartridge design reduces wind resistance and increases fuel efficiency when deployed on the job site and when traveling at highway speeds. Each energy absorbing cushion has an Aluminum honeycomb core that is enclosed by aluminum powder coated box module that provides maximum durability and longevity. The Scorpion II is equipped with omnivolt LED brake, directional, signal and running lights to further enhance advanced warnings to drivers.</p> <p>When impacted, the Scorpion's modular design crushes in progressive stages, which reduces the impact forces on the vehicles occupants and results in lower repair costs and easy parts replacement. The curved side rails are made from corrosion resistant aluminum tubes and offer full width impact protection along the entire length of the Scorpion II by safely redirecting the impacting vehicle away from the deadly "coffin corners" at the rear of the truck. Unlike the Scorpion II, most other manufacturers Crash Attenuator models have little or no side-angle impact protection.</p> <p>The Scorpion II TMA is the world's first Truck Mounted Attenuator eligible for MASH, TL-3 tested at 62.5 mph (100 kph); see FHWA Eligibility Letter CC-132 for details.</p>
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40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>As a certified Sweeping Company by the North American Power Sweeping Association, SCA has met all their criteria (partial list below).</p> <ul style="list-style-type: none"> • Certified Members shall agree to comply with all local, state and federal regulations in regard to the proper disposal of sweeping debris. • Certified Members shall provide to customers proof of proper disposal methods upon request. <p>A Commitment to Excellence The definition of quality is conformance to requirements. NAPSA established the industry standards for property and professional operation of a power sweeping business. Approved by the American National Standards Institute, the NAPSA/ANSI Power Sweeping Standard (PSS1000-2018) defines the procedures professional power sweeping companies endeavor to implement to provide quality services to their customers. By implementing and adhering to the Power Sweeping Standard, companies can reduce their legal exposure while increasing employee satisfaction and retention. NAPSA's Power Sweeping Standard – 2018PPS1000</p> <p>All equipment used by SCA in the course of completing Member's Job Orders comply with the latest EPA emission standards.</p> <p>In addition, SCA works closely with our procurement partners to identify suppliers that are focused on sustainability and develop their products with this in mind. Below are highlights from one of our primary vehicle suppliers:</p> <p>Schwarze The Schwarze machines that SCA utilizes are certified on the California South Coast Air Quality Management District Rule 1186 – Less-Polluting Sweepers. SCAQMD Rule 1186 requires local governments within the South Coast Air Quality Management District to procure certified street sweepers for new equipment purchases or new street sweeping contracts made after January 1, 2000 (there are no retrofit requirements under Rule 1186). Various SCAQMD regulations also require procurement of certified street sweepers to implement specific rule requirements. This list of equipment is updated periodically based on certifications test results and in response to new information. The SCAQMD Governing Board adopted Rule 1186 street sweeper testing and certification procedures in September of 1999. This standard that was set in Southern California is now nationally recognized as a standard when purchasing sweepers.</p>
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	SCA is a certified Sweeping Company by the North American Power Sweeping Association.
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>SCA is not a WMBE, SBE or veteran owned business.</p> <p>SCA will utilize a Small Woman Owned Business, DuCo, LLC to administer, track, and report any awarded Sourcewell Contract. SCA committed to hiring Veterans and Personal with Disabilities in our hiring practices.</p>

43	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>SCA Competitive Advantages</p> <ol style="list-style-type: none"> 1) Largest sweeping company in the US, 50 locations, 20 states 2) Scale - "Hometown hustle with national muscle", Extensive fleet of back up vehicles to maintain service 3) Safe - Dedicated personnel for training and coaching, 44 different training programs, DriveCam™ by Lytx, Low reputational risk both professionally to the decision maker and to your organization 4) Experts - In different sweeping technologies and services including: air, broom, and sewer cleaning 5) People - Full HR function plus dedicated team of recruiters to maintain and grow staffing levels to support all sizes of contracts, Employer choice equals better quality, Training, benefits and advancement (it is not a job, it is a career) 6) Efficient & Economical - High value at low cost 7) Dependable - We have a large fleet that continues to grow and the financial strength/capital to purchase more, SCA also has the newest fleet – which reduces down time 8) Low Risk - Low reputational risk for the decision maker and organization, VSS – SCA's new proprietary Verified Sweeping Service® tool that shows real time sweeping cycle data, Transparency into our contracted activities 9) Best Technology - Tablets in all trucks that integrate multiple performance tools, VSS® (Please see below), GPS, Maintenance-enabled tech <p>SAFETY</p> <p>To enhance equipment visibility and the safety of the traveling public, all SCA sweepers and follow trucks include the following: backup camera, a 360-degree rotating beacon on the front of the vehicle, LED marker and taillights, work lights, reflective tape, multiple strobe lights, and slow-moving vehicle signs. SCA Regenerative air sweepers are equipped with ICC bumpers to provide under ride protection and utilize a crash attenuator (alpha 1000 or equal) for all sweeping operations that occur between dusk and dawn. SCA's mechanical broom sweepers and follow trucks possess a "48 X 96" Class C LED arrow board on the rear of the machine. Additionally, SCA follow trucks include a 62 MPH truck mounted attenuator for use on higher speed roads, SCA meets or exceeds all MUTCD guidelines for traffic control & safety.</p> <p>SCA operational personnel are furnished with all personal protective equipment such as first aid kit, gloves, safety glasses, dust masks, safety vests, flashlights, 10lb. fire extinguisher, etc. required for the performance of their duties. All company vehicles carry a copy of our Sweeper Equipment Fluid Release SOP and our Hazardous Material Spill Response Kits and Reporting SOP. These items are reviewed with operational personnel at each location on a regular basis.</p> <p>Safety is a priority for SCA managers and in an effort to enhance safety, their managers: perform quarterly vehicle inspections, hold formal monthly safety meetings, review driver accident procedures, review spill SOP, have daily safety talks with drivers, review work zone safety guidelines, require personnel to attend annual defensive driving courses, perform Pre/Post trip vehicle file audits, review driver safety rules, perform a quarterly road test with each driver, and perform random audits regarding traffic control. Periodically SCA's insurance company visits their operational facilities for safety inspections.</p> <p>SCA company policy states that if any operational personnel were involved in any type of accident or property damage the employee is to immediately notify their supervisor. SCA management would then contact the person involved to resolve the issue at no cost to the city and report the details to the appropriate city personnel. In the event SCA is involved in a vehicle accident the location supervisor and corporate safety manager will review and investigate the accident to minimize the chance of re-occurrence.</p> <p>SCA's highly trained professional operators, combined with SCA's reliable equipment, ensure they are prepared for any cleaning challenge. SCA guarantees they will exceed their customer's expectations!</p> <p>QUALITY ASSURANCE/QUALITY CONTROL</p> <p>SCA will task the Operations Supervisor or the designated representative member of Site Management to inspect the work performed and schedule any needed corrections within 48 hours. SCA's quality goal is to remove 95% of the debris considered normal day to day buildup and this plan will allow for the completion of the sweep cycle and allowing additional shifts to correct any audit deficiencies. Follow up sweeping resulting from an audit deficiency will be performed at no cost to Sourcewell entities. In the event of ongoing contract deficiencies SCA will submit a Corrective Action Plan to Sourcewell entities with targeted scope and date, time completion goals.</p> <p>SCA will furnish daily reports to SourceWell entities (by 10:00 AM) reflecting route (from to location specific), personnel, equipment, hours worked and dump tickets from debris disposal for the previous day. Sourcewell entities personnel will continue to have access to the SCA VSS® system installed in all SCA Sweeping and support equipment. This will allow geo-location tracking of all sweeping resources assigned to Sourcewell entities in real time. Tracking information available includes but is not limited to the following:</p> <ol style="list-style-type: none"> a. Vehicle Identification b. Driver Identification c. Vehicle Systems Status (Water on/off, Broom on/off, Aux Engine on/off) d. Tracking Information (location, direction of travel, speed, stops) e. Route Playback (date/time from/to) <p>We utilize sweepers meeting PM-10 criteria for control of particulate matter. SCA will utilize water for dust suppression. We will not utilize water at a temperature of 40 ° F or less to avoid icing of the roadway. Sweeping will not occur during heavy rain or during periods of snow or ice.</p> <p>VERIFIED SWEEPING SERVICE®</p> <p>SCA is the only sweeping company to offer their proprietary Verified Sweeping Service® (VSS). This proven state-of-the-art VSS portal allows their customers to confirm that specific geo-fenced areas (contracted segment of roads/highways) have been swept, minimizing the use of a human inspector, saving on costs. Sourcewell entities will have visibility into their active contract and will be able to view agreed to geo-fence boundaries, service parameters (max speed, min broom time, etc.) and a history of work order completions. The VSS portal is also available in desktop and mobile devices to allow for convenient access at any time to view predetermined performance metrics, real-time execution progress, and historical perspectives of SCA's services.</p>
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Table 9: Performance Standards or Guarantees

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

Line Item	Question	Response *
44	Describe any performance standards or guarantees that apply to your services	<p>SCA will task the Operations Supervisor or the designated representative member of Site Management to inspect the work performed and schedule any needed corrections within 48 hours. SCA's quality goal is to remove 95% of the debris considered normal day to day buildup and this plan will allow for the completion of the sweep cycle and allowing additional shifts to correct any audit deficiencies. Follow up sweeping resulting from an audit deficiency will be performed at no cost to Sourcewell entities. In the event of ongoing contract deficiencies SCA will submit a Corrective Action Plan to Sourcewell entities with targeted scope and date, time completion goals.</p> <p>SCA will furnish daily reports to Sourcewell entities (by 10:00 AM) reflecting route (from to location specific), personnel, equipment, hours worked and dump tickets from debris disposal for the previous day. Sourcewell entities personnel will continue to have access to the SCA VSS® system installed in all SCA Sweeping and support equipment. This will allow geo-location tracking of all sweeping resources assigned to Sourcewell entities in real time. Tracking information available includes but is not limited to the following:</p> <ol style="list-style-type: none"> Vehicle Identification Driver Identification Vehicle Systems Status (Water on/off, Broom on/off, Aux Engine on/off) Tracking Information (location, direction of travel, speed, stops) Route Playback (date/time from/to) <p>We utilize sweepers meeting PM-10 criteria for control of particulate matter. SCA will utilize water for dust suppression. We will not utilize water at a temperature of 40° F or less to avoid icing of the roadway. Sweeping will not occur during heavy rain or during periods of snow or ice.</p> <p>SCA has the previously described VSS/GPS that they will show as proof that work was actually performed. Any customer can log into their own portal to see real time data. SCA will also guarantee that the customer is satisfied or they will re-do any work that the customer may not be happy with at no charge.</p> <p>For catch basin, pipe cleaning as well as CCTV work, SCA will clean and inspect the Member's pipe to the standards of the local municipality. For any service not performed pursuant to the local municipal standard, SCA will re-do the work at no additional charge.</p>
45	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>See above statements</p> <p>NAPSA (North American Power Sweeping Association) Certified (requirements below)</p> <p>Insurance:</p> <ul style="list-style-type: none"> Members shall agree to carry reasonable levels of liability insurance and provide customers a copy of certificate of insurance upon request. Members shall agree to carry worker's compensation insurance on all employees and require that all subcontractors comply with such rules. <p>Regulations:</p> <ul style="list-style-type: none"> Members shall agree to comply with all local, state and federal regulations in regards to the proper disposal of sweeping debris. Members shall provide to customers proof of proper disposal methods upon request. Members shall collect and pay all appropriate taxes, including all payroll, sale and fuel taxes. <p>Employees</p> <ul style="list-style-type: none"> Member shall agree to provide training for all equipment. Member shall continuously strive to provide employees with a safe working conditions. Members shall follow all state and federal laws in regards to compensation. <p>General:</p> <ul style="list-style-type: none"> Members agree to conduct their business with honesty, integrity and project a professional image in all endeavors. Members agree to be truthful and non-deceptive in advertising. Members agree to all proposals shall be complete and accurate in describing services/products rendered.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
46	Describe your payment terms and accepted payment methods?	Net 30 days. Payments may be made by Check, ACH transfer and wire transfer.
47	Describe any leasing or financing options available for use by educational or governmental entities.	There are no financing or leasing options for services to be provided in the scope of this solicitation.
48	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The Sourcewell Member will contact an SCA Regional Sales Manager for an initial request for quote. The Regional Sales Manager will review the Member's requirements and, if necessary, will make a site visit to determine the estimated equipment and time involved for the project. The Regional Manager will contact SCA's HQ (Government Bid Manager) for tracking and estimation. The Government Bid Manager will then prepare a quote based on the Sourcewell Pricing, Terms and Conditions working with M.J. DuBois. The Government Bid Manager will then send the Member the quote for review. The Member will then send a Purchase Order to SWEEPING CORPORATION OF AMERICA'S HQ for the project scheduling. SCA's Government Bid Manager will disperse the project to the correct location for fulfillment. The Government Bid Manager will forward any Purchase Order to M.J. DuBois for proper Sourcewell Sales Reporting. The local Project Manager will complete the project and report back to HQ that the job is complete. Then SWEEPING CORPORATION OF AMERICA will invoice the Member.
49	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	See attached examples of SCA Parking Lot agreements and Other Service Agreements, these may or may not be utilized for Sourcewell Members.
50	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card is not accepted.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
51	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	It is SCA's intent to offer a percentage discount from the published labor rates to the Sourcewell Members on all of the services being offered. SCA's discount will be based on a percentage off of the profit-making portion of this award. SCA's intent is a simple percentage discount calculation. SCA will not discount costs of added items such as water, dump fees or equipment mobilization fees as these items are invoiced as a pass through (at cost) price to the Member.
52	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	SCA is proposing a 3% discount from all their labor rates.
53	Describe any quantity or volume discounts or rebate programs that you offer.	There are no standard quantity or volume discounts as each service job is different
54	Propose a method of facilitating "open market" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Related services labor rates will also be discounted at the same rate as the contract discount. Items invoiced which are considered "open market" will be invoiced at cost plus 20%.
55	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like inspection, installation, set up, mandatory training, licensing fees, or administrative charges. Identify any parties that impose such costs and their relationship to the Proposer.	SCA will charge for Water used in the providing of services pursuant to local water costs, if customer does not provide it. SCA will charge for disposal fees if the customer elects to have them transport and dispose of debris collect at a pass through price (weight ticket substantiated). Equipment mobilization and fuel may also be required based on customer location. SCA will quote these costs prior to any Member issuing a Purchase Order. SCA is the only party that would charge any of these fees. No third-parties will be billing these fees to any Member.
56	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	If SCA locations are within the member service area, there will be no mobilization charges. If the Member location is beyond the SCA regular service area, freight charges may apply. These charges will be disclosed at the quoting stage so each Member will be fully informed of freight charges prior to issuing a Purchase Order.
57	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Please see answer above. Any freight or mobilization fees are not profit making center for SCA. Costs will be at a pass through price.
58	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable for a service provider.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
59	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	SCA recognizes the value of the national volume this contract can offer and has discounted their prices accordingly.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
60	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>Due to the unique nature of SCA's contract representation, SCA builds in an automatic audit process. DuCo, LLC, being the Contract Administrator and being involved in the Sourcewell quotation process, allows for this self-audit process. SCA will not have to rely on multiple report locations for an accurate accounting of sales. DuCo will have the ability to account for every sale at time of order. There will be no after-the-fact gathering of information required. DuCo will collaborate with the Government and Bid Contract's Manager on every quotation for the Sourcewell Member under the contract guidelines, terms and conditions. Every Sourcewell Member quotation delineates the Sourcewell Contract Number. When a Purchase Order is received, SCA will require the Purchase Order to reference the contract number. The Purchase Order will be copied to DuCo. This process makes it clear for all personnel to recognize that it is a Sourcewell Contract Sale. The sale, when received, is booked and accounted for on a Sourcewell sales spreadsheet. This makes the end of quarter reporting complete and on time.</p> <p>As a secondary check, when SCA receives a payment for a complete job, SCA will verify the contract used in the purchase. This ensures the correct accounting for the sale on a second level.</p>
61	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>SCA values the ability to service Sourcewell Members with their services. In order for SCA to ensure they are providing a product that Sourcewell Members want, SCA will be evaluating the sales, Quarterly and Annually, to ensure growth. SCA will respond accordingly to specific regional performance through sales training as well as participation in Sourcewell training classes.</p> <p>SCA is expected to increase their sales each year. SCA operates with an annual marking plan to ensure that they maximize their outreach to potential customers, including Sourcewell Members in order to achieve their goal.</p>
62	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	SCA will pay a fee of 1% for services performed. The 1% will not be calculated on costs such as water used, mobilization if applicable, and dump fees which are pass through prices.

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

Line Item	Question	Response *
63	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>SCA will provide facility maintenance services such as:</p> <ul style="list-style-type: none"> Porter Services Litter Pickup Power Washing Parking Lot Sweeping Street Sweeping Catch Basin Cleaning Pipe Cleaning TV pipe inspection <p>See attached detailed examples of Scope of Work provided.</p>
64	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Street and highway sweeping services.</p> <ul style="list-style-type: none"> Pipe Cleaning Services Catch Basin Cleaning Pipe Inspection Services Grease Trap Cleaning <p>See attached examples of Scope of Work or Other Services</p>

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

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

Line Item	Category or Type	Offered *	Comments
65	Janitorial, custodial, housekeeping cleaning, and sanitizing services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Porter Service, Litter Pickup, power washing, catch basin cleaning, TV pipe inspection, grease trap cleaning and storm/sewer/water pipe cleaning.
66	Landscaping, groundskeeping, lawn mowing, snow removal or snow plowing, and grounds maintenance services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Landscaping, snow removal, grounds maintenance, catch basin cleaning, storm water retention system cleaning, parking lot sweeping, road sweeping, highway sweeping.
67	Maintenance, management, and operations of facilities, systems, components, and surfaced areas (horizontal and vertical facilities)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
68	Management, administration, labor, personnel, tools, equipment, supplies, and technology related to or incidental to offering solutions described in Line Numbers 65 - 67 in Table 14B	<input checked="" type="radio"/> Yes <input type="radio"/> No	Management of all of the above services. Including suggested maintenance schedules.

Table 15: Industry Specific Questions

Line Item	Question	Response
69	Describe your staffing recruitment, selection, and retention capabilities for participating entities at various stages of facilities maintenance or management services outsourcing (initial implementation, provider transition, hybrid service model, etc.)	SCA takes a structured and standardized approach to recruiting, candidate selection and employee retention to ensure they have a ready flow of qualified, trained employees to perform at the highest levels for their customers. Their recruiters deploy a wide variety of in-person and automated techniques (community outreach, AI pre-screening programs, skill-based assessments to name a few) to continuously source applicants and fill their pipeline through the most challenging talent acquisition times. SCA maintains robust screening and on-boarding processes to ensure compliance with DOT and other regulations, while ensuring the candidate experience is a positive and interactive one. Once employed, SCA engages their employees in a wide variety of ways to continuously monitor job satisfaction, ensuring they identify and address any concerns early. SCA's goal is to continuously improve retention and satisfaction of their workforce through clear communications, promotional opportunities, and a well-rounded benefit and pay program.
70	Describe your process for development of participating entity statements of work, service levels, quality control plans, and performance standards (as applicable).	SCA has extensive experience working with municipalities and other entities in creating custom statements of work, service levels, quality control plans, and performance standards. Our Regional Sales Managers will work with participating entities personnel to educate and discuss a thorough work scope and quality control plan to ensure expectations are being met for all facets of the project(s). A wide range of options will be discussed so entities will know all the available options to them and they will be able to pick a service level plan that is tailored to their needs based on their requirements. From a quality control and performance perspective, SCA's proprietary VSS technology allows customers to log into a custom cloud-based portal to visually see real-time and historical sweeping cycle data. Information can be easily exported for billing verification and reporting showing streets and highways are being swept just as expected. Sweeping contracts can involve tens to hundreds to thousands of miles of roadways which can create challenges for inspectors to monitor and inspect. VSS solves this issue by providing real time and historical data such as location, miles swept, speed, and actual sweeping time.
71	Describe technology and software applications used for recordkeeping and reporting, and identify the ability to integrate with participating entity technology or software applications, as applicable	VERIFIED SWEEPING SERVICE® SCA is the only sweeping company to offer the proprietary Verified Sweeping Service® (VSS). Their proven state-of-the-art VSS portal allows their customers to confirm that specific Geo-fenced areas (contracted segment of parking lots/roads/highways) have been swept, minimizing the use of a human inspector, saving on costs. Sourcewell entities will have visibility into our active contract and will be able to view agreed to Geo-fence boundaries, service parameters (max speed, min broom time, etc.) and a history of work-order completions. Our VSS portal is also available in desktop and mobile devices to allow for convenient access at any time to view predetermined performance metrics, real-time execution progress, and historical perspectives of SCA's services. See attached information for more information.
72	Describe any procedures related to supplier-provided equipment, products, and supplies, and the ability to meet participating entity requirements (cost, inventory, sustainability, etc.).	SCA has preferred vendor status relationships with manufacturers such as Nitehawk (parking lot sweepers) and Schwarze Industries (street sweepers), where they get exceptional service and vehicle availability for any vehicle purchases. This allows SCA to increase their fleet size and mobilize equipment for a new contract faster than anyone else in the industry. SCA also has similar deals with Continental Tires for maintenance of their existing fleet. These relationships translate into lower costs for acquiring and maintaining equipment which allows for fleet expansion and sustainable coverage for Sourcewell members.
73	Describe any procedures related to participating entity-provided or supplier-acquired equipment, products, and supplies.	With the preferred supplier status relationships established, SCA receives priority when in need of new equipment, parts, and factory service. This allows SCA to increase their fleet size, keeps their equipment running and ready for superior response and service to their customers. SCA belongs to two (2) group purchasing organizations, CoreTrust Procurement Group (office supplies, shipping, etc.) and Procurement Analytics (industrial parts for inventory) to allow SCA to team up with other companies to get volume discounts.

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

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

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

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - SCA Services Pricing Sourcewell Pricing 6_22_2021.xlsx - Tuesday June 22, 2021 11:06:33
- Financial Strength and Stability - Table 1 and 2 Rep DBA Certs Bond Bank.zip - Tuesday June 15, 2021 13:10:27
- Marketing Plan/Samples - Table 4 and 5 Ads docs location csr svc testimonials (2).zip - Thursday June 17, 2021 11:14:13
- WMBE/MBE/SBE or Related Certificates (optional)
- Performance Standards or Guarantee Information - SCA Customer Service System VSS SLICK.pdf - Tuesday June 15, 2021 13:19:02
- Standard Transaction Document Samples - Std Transaction Docs.zip - Tuesday June 15, 2021 13:11:45
- Upload Additional Document - Table 14 Scope of Work.zip - Tuesday June 15, 2021 13:18:23

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☐ Yes ☒ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Facilities Maintenance Services_RFP_062421 Thu June 17 2021 05:05 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Facilities Maintenance Services_RFP_062421 Wed June 9 2021 04:23 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Facilities Maintenance Services_RFP_062421 Wed June 2 2021 08:48 AM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT #062421-SWP**

THIS AMENDMENT is by and between **Sourcewell** and **Sweep America Intermediate Holdings, LLC** (Vendor).

Vendor was awarded a Sourcewell Contract for Facilities Maintenance Services effective August 5, 2021, through August 8, 2025, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

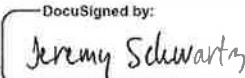
IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

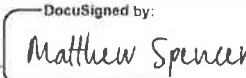
1. This Amendment is effective upon the date of the last signature below.
2. Section 18. Insurance, Subsection A. Requirements, Item 5. Network Security and Privacy Liability Insurance of the Original Agreement is modified to reduce the minimum limits required to \$1,000,000 per occurrence and annual aggregate.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

Sweep America Intermediate Holdings, LLC

By: 
Jeremy Schwartz
C0FD2A139D06489...

By: 
Matthew Spencer
4908DE09935046F...

Title: Director of Operations & Procurement/CPO

Title: COO

Date: 1/13/2022 | 8:35 PM CST

Date: 1/13/2022 | 1:48 PM PST

Sourcewell-APPROVED:

By: 
Chad Coquette
7E42B8F817A64CC...

Title: Executive Director/CEO


Date: 1/14/2022 | 8:09 AM CST


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 27, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Mitchell Loving, Junior Engineer 

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

SUBJECT: Consideration of Bids for the Country Hills Drive Soundwall Replacement; P.W. 561-3

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution awarding the construction agreement to the lowest, responsive, and responsible bidder, B and D Excavation and Construction, for the Country Hills Drive Soundwall Replacement in the amount of \$767,300 and authorizing the Acting City Manager or designee to execute the construction agreement.

FISCAL IMPACT

The fiscal year 2024/25 Operating Budget includes \$627,000 from the Hillcrest Maintenance Zone 2 Street Light and Landscape Maintenance fund and \$140,300 from the Public Works General Fund budget for improvements, such as the Country Hills Drive Soundwall Replacement Project.

DISCUSSION

On January 23, 2024, ten (10) bids were received and opened as shown on the attached tabulation. The low bid was submitted by B and D Excavation and Construction of Santa Rosa in the amount of \$767,300. The bids have been checked and found to be without any errors or omissions.

The project will replace approximately 675 feet of soundwall on the south side of Country Hills Drive between Ridgeview Drive and Valley Way. The current condition of the soundwall is poor (see Attachment C). The wall is currently leaning with significant wear along the face of the wall with spalling of concrete and exposed rebar throughout the length of the wall. The soundwall should be replaced to avoid complete failure of the soundwall and possible liability.

This project entails replacement of the existing precast concrete soundwall with a Concrete Masonry Unit (CMU) soundwall. The work includes removing and excavating

the existing wall and foundation, installing concrete piles and removal and replacement of residential fences.

ATTACHMENTS

- A: Resolution
Exhibit 1 – Construction Agreement
- B: Bid Tabulation
- C: Country Hills Soundwall Photos

ATTACHMENT "A"

RESOLUTION NO. 2024/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AWARDING THE COUNTRY HILLS DRIVE SOUNDWALL REPLACEMENT
PROJECT TO B AND D EXCAVATION AND CONSTRUCTION AND AUTHORIZING
THE ACTING CITY MANAGER OR DESIGNEE TO EXECUTE THE CONSTRUCTION
AGREEMENT
P.W. 561-3

WHEREAS, the Country Hills Drive Soundwall Replacement Project ("Project") will consist of replacement of an existing soundwall located on Country Hills Drive between Valley Way and Ridgeview Dr;

WHEREAS, the consideration of bids for the Project was published and advertised in the East Bay Times on December 8, 2023 and December 11, 2023, and a Notice to Contractors was sent to the construction trade journals;

WHEREAS, the Project bids were publicly opened and read on January 23, 2024, and ten (10) bids were received for the Project;

WHEREAS, the lowest responsive and responsible bidder was submitted by B and D Excavation and Construction; and

WHEREAS, the City Council has considered awarding the construction agreement to the lowest responsive and responsible bidder, B and D Excavation and Construction.

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

1. Awards the construction agreement to the lowest, responsive, and responsible bidder, B and D Excavation and Construction in the amount of \$760,300; and
2. Authorizes the Acting City Manager or designee to execute an agreement with B and D Excavation and Construction in the amount of \$760,300, in a form approved by the City Attorney.

* * * * *

Al

RESOLUTION NO. 2024/**

February 27, 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 27th day of February 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

A2

EXHIBIT "1"

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of February, 2024, by and between B AND D EXCAVATION AND CONSTRUCTION, hereinafter called "CONTRACTOR" and the CITY OF ANTIOCH, hereinafter called the "CITY."

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

1. SCOPE OF WORK

The work consists, in general, of furnishing all materials, labor, tools, supplies, equipment, transportation and superintendence necessary to perform the work required for **P.W. No. 561-3**. The work is more fully described in the Description of Project, Construction Details and Plans contained in the Contract Documents. The Contract Documents are defined below in Section 4 of this Agreement.

2. TIME OF COMPLETION

After this Agreement has been executed by the parties, the CONTRACTOR shall begin work within ten (10) calendar days after the effective date of the Notice to Proceed, and shall diligently prosecute all of the work under this Agreement in all parts and requirements as defined in the Contract Documents, from the effective date of said Notice to Proceed. The period of performance shall be ninety (90) working days from the Notice to Proceed.

3. TOTAL BID PRICE

The CONTRACTOR shall faithfully perform all of the work hereunder for the Contract Price of **Seven hundred sixty-seven thousand, three hundred dollars (\$767,300.00)**, payable by the CITY to the CONTRACTOR at the time and in the manner provided in the Contract Documents.

SCHEDULE OF BID PRICES FOR COUNTRY HILLS DRIVE SOUNDWALL REPLACEMENT P.W. 561-3

Item No.	Unit	Quantity	Description	Unit Price	Extended Amount
1.	LS	1	Mobilization, Demobilization and Final Cleanup, complete in place for the lump sum price	\$ 25,000.00	\$ 25,000.00
2.	LS	1	Storm Water Pollution Control Program, complete in place for the lump sum price	\$ 10,000.00	\$ 10,000.00
3.	LS	1	Erosion Control, complete in place for the lump sum price	\$ 10,000.00	\$ 10,000.00

A3

Item No.	Unit	Quantity	Description	Unit Price	Extended Amount
4.	LS	1	Construction Signage, complete in place for the lump sum price	\$ 10,000.00	\$ 10,000.00
5.	LS	1	Temporary Protection Fence with Privacy Fabric, complete in place for the lump sum price	\$ 75,000.00	\$ 75,000.00
6.	LS	1	Traffic Control System, complete in place for the lump sum price	\$ 20,000.00	\$ 20,000.00
7.	LS	1	Clearing and Grubbing, complete in place for the lump sum price	\$ 20,000.00	\$ 20,000.00
8.	LS	1	Construction Surveying, complete in place for the lump sum price	\$ 35,000.00	\$ 35,000.00
9.	EA	13	Tree and Stump Removal, complete in place for unit price per each	\$ 3,000.00	\$ 39,000.00
10.	LS	1	Earthwork, complete in place for the lump sum price	\$ 35,000.00	\$ 35,000.00
11.	LS	1	Remove Existing Concrete Wall and Foundation, complete in place for the lump sum price	\$ 176,000.00	\$ 176,000.00
12.	LF	96	Property Fence Removal and Replacement, complete in place for the unit price per lineal foot	\$ 300.00	\$ 28,800.00
13.	LF	675	Soundwall, Footing and Cast-in-Drilled Holes Piles, complete in place for the unit price per lineal foot	\$ 380.00	\$ 256,500.00
14.	CY	50	Structural Backfill, complete in place for the unit price per cubic yard	\$ 500.00	\$ 25,000.00
15.	LS	1	As-Built Redlined Plans, complete in place for the lump sum price	\$ 2,000.00	\$ 2,000.00
TOTAL BID PRICE				\$767,300.00	

AY

4. COMPONENT PARTS

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

- A. Agreement
- B. Notice Inviting Bids
- C. Description of Project
- D. General Conditions (Caltrans Standard Specifications, 2022 Edition)
- E. Special Provisions
- F. Construction Details
- G. Contract Plans
- H. Addenda No. 1 to 3, inclusive
- I. Performance Bond
- J. Payment bond
- K. Bid Forms

5. SERVICE OF NOTICE

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

6. GOVERNING LAW

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

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

CONTRACTOR: B and D Excavation and Construction
455 Horn Avenue
Santa Rosa, CA 95407

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

CONTRACTOR:

B AND D EXCAVATION AND CONSTRUCTION

Name Under Which Business is Conducted

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

*By: _____

Title: _____

By: _____

Title: _____

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

CITY OF ANTIOCH, CALIFORNIA
A Municipal Corporation

By: _____
Kwame P. Reed, Acting City Manager

By: _____
Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

By: _____
Thomas Lloyd Smith, City Attorney

ATTACHMENT "B"

CITY OF ANTIOCH						
TABULATION OF BIDS						
JOB TITLE: Country Hills Drive Soundwall Replacement (P.W. 561-3)						
BIDS OPENED: January 23, 2024 ~ 2:00 p.m. City Council Chambers						
	Engineer's Estimate	B & D Excavation & Construction Santa Rosa	Kerex Engineering, Inc. Pleasant Hill	Cowan & Thompson Construction Co. Martinez	The Design Build, Inc. Sacramento	Graniterock San Jose
TOTAL BID PRICE	\$850,000.00	\$767,300.00	\$739,000.00	\$808,000.00	\$817,786.00	\$823,934.00
LIST OF SUBCONTRACTORS						
B & D Excavation	Kerex Engineering, Inc.	Cowan & Thompson Construction	The Design Build, Inc.	Graniterock		
<u>Rebar</u> Associated Rebar, Inc. <u>Trucking</u> A1 Trucking SVS, Inc. <u>CM4 Block</u> L. Johnson Construction	<u>Masonry Soundwall</u> L. Johnson <u>Drilling</u> Pacific Coast Drilling <u>Tree Removal</u> P&J Tree Services	<u>Tree & Stump Removal</u> Hamilton Tree Service, Inc.	Reinforcement Services Camblin Steel Service, Inc. <u>Tree Removal</u> P&J Tree Service, Inc. Traffic Control Services DR Traffic Control, LLC <u>Stormwater Services</u> Diablo Consulting	Reinforcing Steel Associated Rebar <u>Construct Masonry Soundwall</u> L. Johnson Construction CIDH Piles Case Pacific <u>Surveying</u> Cunha Surveying <u>Tree & Stump Removal</u> All Seasons Tree Service		

CITY OF ANTIOCH

TABULATION OF BIDS

JOB TITLE: Country Hills Drive Soundwall Replacement
(P.W. 561-3)

BIDS OPENED: January 23, 2024 ~ 2:00 p.m.
City Council Chambers

Engineer's Estimate	E.E. Gilbert Construction, Inc. Martinez	R.A. Nemetz Construction Co., Inc. Galt	S&H Construction Fremont	Cazadoro Construction, Inc. San Francisco	LUI Engineering, Inc. San Rafael
	\$850,000.00	\$897,198.00	\$943,130.50	\$998,600.00	\$1,342,970.00
TOTAL BID PRICE					

LIST OF SUBCONTRACTORS (CONTINUED)

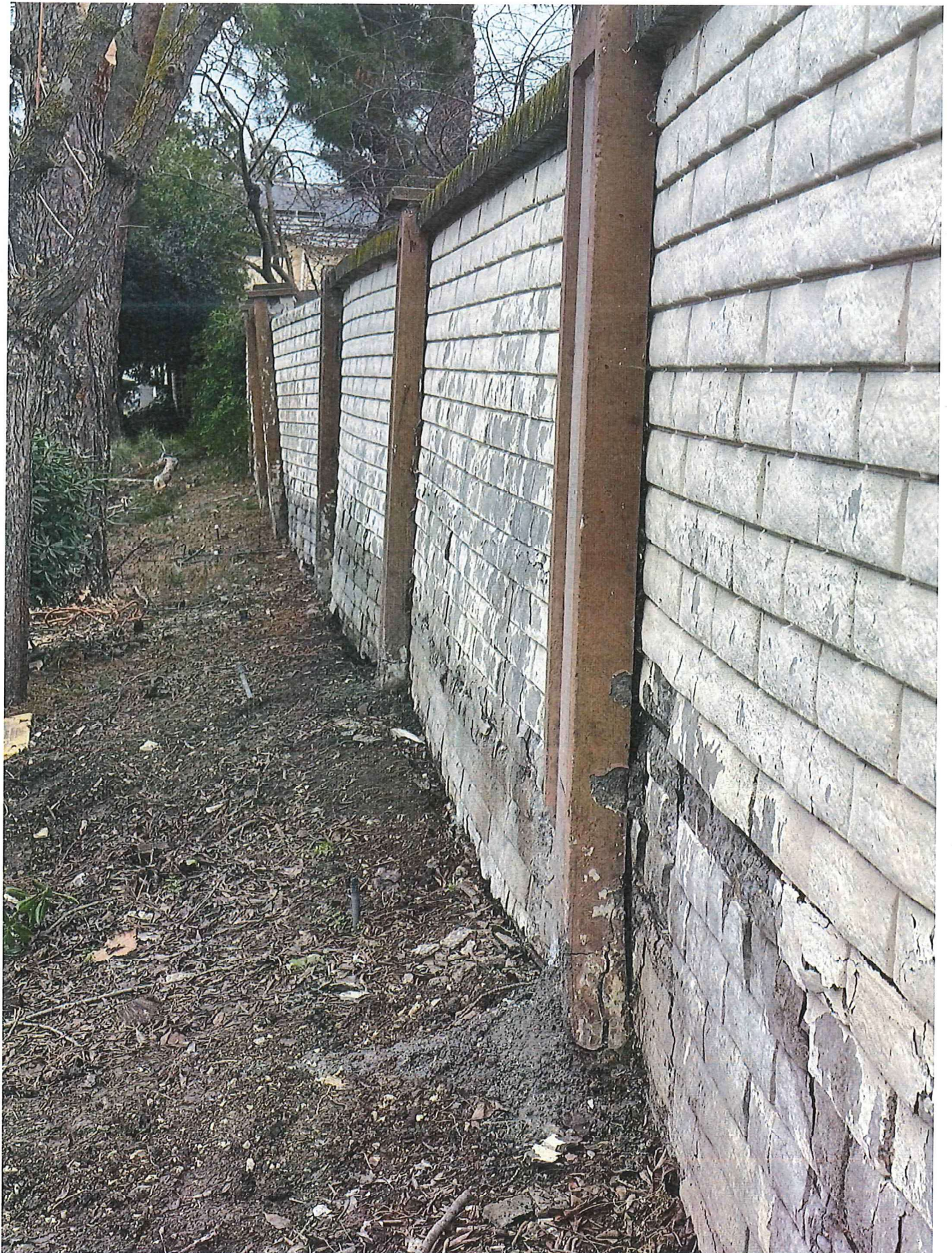
<i>E.E. Gilbert Construction, Inc.</i>	<i>R.A. Nemetz Construction</i>	<i>S&H Construction</i>	<i>Cazadoro Construction, Inc.</i>	<i>LUI Engineering, Inc.</i>
<u>Surveying</u> <u>F3 Surveying</u> <u>Tree/Stump Removal</u> <u>Reliable Tree Experts</u> <u>Masonry Soundwall</u> <u>L. Johnson Construction, Inc.</u> <u>CIDH Piles</u> <u>Drill Tech Drilling & Shoring, Inc.</u> <u>Reinforcing Steel</u> <u>Martinez Steel, LLC</u>	<u>Remove Concrete Wall & Foundation</u> <u>W.C. Maloney, LLC</u> <u>Construct Masonry Soundwall-Masonry</u> <u>L. Johnson Construction, Inc.</u> <u>Construct Masonry Soundwall-CIDH</u> <u>Construct Masonry Soundwall-Rebar</u> <u>Associated Rear, Inc.</u> <u>Tree & Stump Removal</u> <u>Mountain F. Enterprises, Inc.</u>	<u>Reinforce Steel</u> <u>Associated Rebar, Inc.</u>	<u>Remove Concrete Wall/Tree Removal</u> <u>De Kay Demolition & Clearing</u> <u>Rebar</u> <u>Mission City Rebar, Inc.</u> <u>Masonry</u> <u>L. Johnson Construction, Inc.</u>	<u>Soundwall Block Work</u> <u>West Coast Masonry</u> <u>Tree Removal</u> <u>MBC, Inc.</u> <u>Traffic Control</u> <u>DR Traffic Control</u>

ATTACHMENT "C"





C2





CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 27, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Mitchell Loving, Junior Engineer 

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

SUBJECT: Amendment to the Construction Agreement with Crusader Fence Company for the Antioch Water Park Perimeter Fence Repair; P.W. 567-11

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving a first amendment to the construction agreement with Crusader Fence Company for the Antioch Water Park Perimeter Fence Repair Project in the amount of \$124,461.00 for a total contract amount of \$242,286.00.

FISCAL IMPACT

Adoption of this resolution will increase the construction agreement with Crusader Fence Company for the Antioch Water Park Perimeter Fence Repair ("Project") in the amount of \$124,461 for a total contract amount of \$242,286. Funding for this action is included within the fiscal year 2023/24 Operating Budget utilizing American Plan Rescue Act (ARPA) funds.

DISCUSSION

On April 25, 2023, the City Council awarded a contract to Crusader Fence for the Project. The Project included removal and replacement of various sections of the carbon steel perimeter fencing surrounding the Antioch Water Park at the Prewett Community Park facility. Additional work included removal and replacement of gate components, constructing concrete footings and water pollution control.

Staff recommends the approval of this amendment to the construction agreement to include the replacement of an additional 46 fence panels, removal and disposal of existing footings and fencing materials, installation of two new gates with panic hardware and refurbish and paint three overhead canopy supports and internal hand railings.

ATTACHMENTS

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2024/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING A FIRST AMENDMENT TO THE CONSTRUCTION AGREEMENT
AND INCREASING THE CONTRACT AMOUNT BY \$124,461
WITH CRUSADER FENCE COMPANY FOR THE ANTIOCH WATER PARK
PERIMETER FENCE REPAIR
P.W. 567-11**

WHEREAS, the Antioch Water Park Perimeter Fence Repair ("Project") was published and advertised in the East Bay Times on March 3, 2023 and March 6, 2023, and a Notice to Contractors was sent to the construction trade journals;

WHEREAS, the Project bids were publicly opened and read on April 4, 2023, and five (5) bids were received for the Project;

WHEREAS, the lowest responsive and responsible bidder was submitted by Crusader Fence Company;

WHEREAS, on April 25 2023, Crusader Fence Company was awarded a construction agreement ("Agreement") by the City of Antioch to perform work associated with the Project; and

WHEREAS, the City has considered authorizing a first amendment to increase the construction agreement with Crusader Fence Company for the Antioch Water Park Perimeter Fence Repair Project in the amount of \$124,461 for a total contract amount of \$242,286.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves the first amendment to increase the construction agreement with Crusader Fence Company for the Antioch Water Park Perimeter Fence Repair Project in the amount of \$124,461 for a total contract amount of \$242,286.

RESOLUTION NO. 2024/**

February 27, 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 27th day of February 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of February 27, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Phil Hoffmeister, Administrative Analyst II

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

SUBJECT: Initiate Preparation of the Street Lighting and Landscape Maintenance District City Engineer's Report for Fiscal Year 2024/25

RECOMMENDED ACTION

It is recommended the City Council adopt the resolution directing the Acting City Engineer to prepare a consolidated Engineer's Report for fiscal year 2024/25 Street Lighting and Landscape Maintenance District assessments.

FISCAL IMPACT

Adoption of this resolution has no fiscal impact.

DISCUSSION

To begin the annual Street Lighting and Landscape Maintenance District assessment proceedings, the City Council must adopt a resolution describing any proposed new improvements and any substantial changes in existing improvements and ordering the engineer to prepare an Engineer's Report for the coming fiscal year. The attached resolution determines there are no proposed new improvements or substantial changes in existing improvements and directs the Acting City Engineer to prepare a report that will be considered at a public hearing in the future.

ATTACHMENT

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2024/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
DIRECTING THE ACTING CITY ENGINEER TO PREPARE A CONSOLIDATED
ENGINEER'S REPORT FOR FISCAL YEAR 2024/2025 STREET LIGHTING AND
LANDSCAPE MAINTENANCE DISTRICT ASSESSMENTS**

WHEREAS, Streets and Highways Code §22622 requires the City Council to adopt a resolution describing any proposed new improvements or substantial changes in existing improvements in the various landscape maintenance districts, and to order the Acting City Engineer of work to prepare a report pursuant to the Act;

WHEREAS, there are no significant improvements or substantial changes, other than projects already approved in the City's budget documents or that are scheduled to be accepted from new developments; and

WHEREAS, in November of 1996, California's voters adopted Proposition 218, which will affect certain matters involving the upcoming Engineer's report.

NOW, THEREFORE, BE IT RESOLVED that the City Council determines that, for the levy of annual assessments of all the landscaping districts, there are no proposed new improvements or substantial changes in existing improvements, other than maintenance of new facilities accepted by the City since the last Engineer's Report or installed through the normal City budget process, and other than those already described in the formation of the districts.

BE IT FURTHER RESOLVED that the Acting City Engineer shall prepare and file a consolidated report for all the landscaping districts pursuant to Article 4 (commencing with §22565) of the Streets and Highways Code and the requirements of Proposition 218.

* * * * *

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 27th day of February 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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