



Council Chambers
200 H Street
Antioch, CA 94509
Regular Meeting - 7:00 P.M.

ANNOTATED AGENDA

for

June 9, 2015

Antioch City Council
Regular Meeting

Wade Harper, Mayor
Lori Ogorchock, Mayor Pro Tem
Mary Helen Rocha, Council Member
Tony Tiscareno, Council Member
Monica E. Wilson, Council Member

Arne Simonsen, City Clerk
Donna Conley, City Treasurer

Steven Duran, City Manager
Derek Cole, Interim 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. Other materials, such as maps and diagrams, may also be included. All of these materials are available at the City Clerk's Office, located on the 3rd Floor of City Hall, 200 H Street, Antioch, CA 94509, during normal business hours for inspection and (for a fee) copying. Copies are also made available at the Antioch Public Library for inspection. Questions on these materials may be directed to the staff member who prepared them, 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 Council on each agenda item. To address the Council, fill out a yellow Speaker Request form, available on each side of the entrance doors, and place in the Speaker Card Tray. See the Speakers' Rules on the inside cover of this Agenda. Comments regarding matters not on this Agenda may be addressed during the "Public Comments" section.

7:01 P.M. ROLL CALL – REGULAR MEETING – for Council Members – *All Present*

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- *ECONOMIC DEVELOPMENT COMMISSION: 4 Full-Term Vacancies*
(Extended deadline date: 06/12/15)

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

MAYOR'S COMMENTS

1. *CONSENT CALENDAR*

A. APPROVAL OF COUNCIL MINUTES FOR MAY 26, 2015

Recommended Action: Motion to approve the minutes

Approved, 5/0

MINUTES

B. APPROVAL OF COUNCIL WARRANTS

Recommended Action: Motion to approve the warrants

Approved, 5/0

STAFF REPORT

CONSENT CALENDAR – Continued

C. REJECTION OF CLAIM

1. Trina Gill

Recommended Action: It is recommended that the City Council reject the claim submitted by Trina Gill that was received on May 12, 2015.

Rejected, 5/0

STAFF REPORT

D. CURB, GUTTER, AND SIDEWALK REPAIR INCLUDING TREE REMOVAL AND STUMP GRINDING AND INSTALLATION OF CONCRETE CURB RAMPS AT MISCELLANEOUS LOCATIONS (2014-2015), (P.W. 507-15)

Recommended Action: It is recommended that the City Council extend the length of the contract with Anchor Concrete Construction, Inc. for performing various repairs of concrete curb, gutter and sidewalk at the current unit prices for an additional period of one (1) year, through June 30, 2016 and increase the existing contract amount by \$250,000.

Approved, 5/0

STAFF REPORT

7:28 P.M.

ADJOURNED TO BREAK

7:33 P.M.

RECONVENE. ROLL CALL for Council Members – All Present

COUNCIL REGULAR AGENDA

2. REVIEW AND APPROVE CONCEPTUAL PLANS FOR THE PREWETT COMMUNITY PARK FINAL PHASE DEVELOPMENT PROJECT AND AUTHORIZE THE DEVELOPMENT OF PLANS AND SPECIFICATIONS FOR PUBLIC BIDDING IN FALL 2015

Direction given to staff on the two Project Schedule Packages:

**1) Project Schedule – Package 1 (Spray pad/ Splash Park),
Approved, 5/0**

**2) Project Schedule – Package 2 (Accessible Playground, Picnic, and Basketball),
Approved without the Basketball Court, 3/2-H, T**

Recommended Action: It is recommended that the City Council review and approve conceptual plans for the Prewett Community Park Final Phase Development Project and authorize the development of plans and specifications for public bidding in fall of 2015.

STAFF REPORT

3. APPROVE THE SECOND AMENDMENT TO THE OUT OF AGENCY SERVICES AND PROJECT AGREEMENT BETWEEN THE CITY OF ANTIOCH AND NRG ENERGY

Recommended Action: It is recommended that the City Council approve the Second Amendment to the Out of Agency Services and Project Agreement between the City of Antioch and NRG Energy that established the Antioch Community Foundation.

Approved, 5/0

STAFF REPORT

COUNCIL REGULAR AGENDA – Continued

4. AUTHORIZATION TO AMEND CONSULTANT CONTRACTS WITH PLANNING FIRMS PMC, LOEWKE, AND RANEY PLANNING AND MANAGEMENT EXTENDING THE TERM FOR THREE YEARS, AND AMENDING THE CONTRACT VALUE TO A TOTAL NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS (\$200,000) EACH

Approved, 5/0

Recommended Action: It is recommended that the City Council authorize the City Manager to amend the contracts for PMC, Loewke, and Raney Planning and Management to extend the agreements for three (3) years, and amend the contract value by \$100,000 each, bringing the total to \$200,000 each.

STAFF REPORT

5. WATER TREATMENT PLANT DISINFECTION IMPROVEMENTS (P.W. 246-29)

Approved, 5/0

Recommended Action: It is recommended that the City Council approve the proposal and authorize the City Manager to sign an agreement with CDM Smith, Inc. for engineering services related to the Water Treatment Plant Disinfection Improvements project in the amount of \$493,423.

STAFF REPORT

6. WATER TREATMENT CHEMICALS PURCHASE

Approved, 5/0

Recommended Action: It is recommended that the City Council authorize the joint agency cooperative purchase arrangement, and issuance of purchase orders for bulk water treatment plant chemicals to the overall lowest bidders Airgas Specialty Products Inc, BHS Specialty chemical Products, Chemtrade Chemicals, Sierra Chemical, and Univar USA not to exceed \$1,200,000 and authorize the City Manager to enter into an agreement with these companies to provide these products.

STAFF REPORT

PUBLIC COMMENT

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 City Manager – no longer than 6 months.*

ADJOURNMENT – 9:21 p.m.

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

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

**May 26, 2015
Council Chambers**

5:30 P.M. - CLOSED SESSION

1. **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: Michelle Fitzner, Denise Haskett and Glenn Berkheimer; Employee organizations: Operating Engineers Local Union No. 3 (OE3) and Public Employees Union Local 1.

2. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION** – This Closed Session is authorized by California Government Code §54957 – City Manager.

Interim City Attorney Cole reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LABOR NEGOTIATORS**, Direction given to Labor Negotiators, and; **#2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION**, Evaluation was conducted.

Mayor Harper called the meeting to order at 7:06 P.M., and City Clerk Simonsen called the roll.

Present: Council Members Wilson, Ogorchock, Tiscareno, Rocha and Mayor Harper

PLEDGE OF ALLEGIANCE

Mayor Harper led the Council and audience in the Pledge of Allegiance.

PROCLAMATION

Contra Costa County Fair Week, May 28 – 31, 2015

On motion by Councilmember Rocha, seconded by Councilmember Ogorchock, the Council unanimously approved the Proclamation.

Fair Board Director Paul Spinola invited the community to attend the Contra Costa County Fair and discussed the formation of their 501c3, Contra Costa County Fair Heritage Foundation. They provided contact information and presented the City Council with tickets to the event.

Mayor Harper announced the proclamation would be presented at the ribbon-cutting event.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Battalion Chief Bob Atlas, representing the Contra Costa County Fire Department, provided April 2015 statistics for the City of Antioch.

Mayor Harper thanked Battalion Chief Atlas for the update.

Ron Parish, Antioch Mayor's Golf Tournament, announced the Antioch Mayor's Golf Tournament would begin at 1:00 P.M. on June 7, 2015 and proceeds benefit the following organizations: First Tee of Contra Costa, Lone Tree Youth Scholarship, Antioch Youth Activities League, Antioch Senior Citizen's Club and the Antioch Sports Legends and Antioch Historical Society. He encouraged Council and staff to participate.

Mayor Harper stated he had a team assembled who would participate in the event.

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Simonsen announced the following Board and Commission openings:

- *Economic Development Commission: Four (4) vacancies; deadline date is May 29, 2015*
- *Police Crime Prevention Commission: One (1) vacancy; deadline date is June 5, 2015*

He reported applications would be available in Council Chambers, online at the City's website and at the City Clerk's office.

PUBLIC COMMENTS

John Frederickson, representing the Antioch Senior Center, thanked the City Council and staff for attending the Senior Picnic. He recognized Dr. Leo Fontana, Antioch Rotary Club, Gloria Martin, Sutter Delta Medical Center, Antioch Senior Center Club and staff for their contributions to the event.

Julie White, representing Kids' Club Preschool, discussed the value of early childhood education and gave an overview of the programs and services they offered.

Patrick Scheier, Antioch resident, requested the City Council install an all way stop at the intersection of Bluerock Drive and Rockford Drive. He discussed unsafe traffic conditions which had resulted in numerous collisions in the area. He submitted a request and petition from residents for Council consideration.

Mayor Harper stated the information would be forwarded to City Manager Duran.

Precyrose Galang, representing Kids' Club Preschool, gave an overview of the programs and services they offered. She requested the City assist them in finding a property in Antioch to locate their facility.

Adriana Santos along with her son Hector representing Kids' Club, presented the City Council with letters. She gave a history of her family's interaction with Kids' Club and discussed the importance of providing local children with their services.

Diana Villaspnor stated she had been a student at Kids' Club and her participation in their program had allowed her to succeed in elementary school. She requested the City Council assist them in finding a location to place their building.

Linda Hudson, Antioch resident, reported her son was struck and killed in front of her residence by a reckless driver who had fled the scene. She requested the City respond to their request to have speed bumps installed in the area.

Jerry Hudson, Antioch resident, discussed the need for speed bumps or a speed display sign on 11th Street and requested the City Council assist in this effort.

Lacy Hudson, Antioch resident, stated her Uncle was the victim of the reckless driver and noted they were willing to install speed bumps in the area at no cost to the City. She requested the City Council approve their request.

Kip Stephens, Antioch resident, stated he was a neighbor of the Hudson family and was on scene when the incident occurred. He explained that traffic in the area was unsafe and requested the City Council consider their request for speed bumps. He offered to circulate a petition to the neighbors who were in support of this request.

Michelle Kiesz, Antioch resident, discussed unsafe traffic conditions on 11th Street and stated they were in support of the Hudson family and their request for speed bumps.

Mayor Harper thanked the speakers for bringing this item to the attention of the City Council and offered condolences on the loss of their family member and friend. He stated he would provide contact information for the speakers to City Manager Duran so that he could look into their request.

Mark Mokski, representing Kids' Club, reiterated his concerns for their program not being able to find a permanent location for their facility and requested the City Council assist in their efforts to find property in Antioch.

Sara Alvarez, Antioch resident and Cheryl Miller, Kids' Club Site Supervisor, voiced their support for Kids' Club Preschool and requested the City Council assist them in finding a suitable location to locate their facility.

Paul Crossen, Antioch resident, spoke in support of the petition submitted for the installation of a three way stop sign at Bluerock Drive and Rockford Drive.

Kathleen Hammon, Antioch resident, spoke in support of speed bumps being installed along 11th Street. She noted it was a fully funded project and they were seeking the City's approval to move forward.

Greg Enholm spoke in support of the efforts to preserve Kids' Club Preschool and discussed the importance of early childhood education.

COUNCIL SUBCOMMITTEE REPORTS

Councilmember Rocha offered her condolences to the Hudson family.

Councilmember Tiscareno reported on his attendance at the TRANSPLAN subcommittee meeting.

MAYOR'S COMMENTS

Mayor Harper reported on the City Council's attendance at the Memorial Day observance and announced he would be attending a Tri-Delta Transit meeting on May 27, 2015.

2. **COUNCIL CONSENT CALENDAR *for City /City as Successor Agency/Housing Successor to the Antioch Development Agency***
 - A. **APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR MAY 4, 2015**
 - B. **APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR MAY 5, 2015**
 - C. **APPROVAL OF COUNCIL MINUTES FOR MAY 12, 2015**
 - D. **APPROVAL OF COUNCIL WARRANTS**
 - E. **APPROVAL OF TREASURER'S REPORT FOR APRIL 2015**
 - F. **REJECTION OF CLAIM**
 1. **Travis Ryan (personal injury)**
 - G. **RESOLUTION NO. 2015/31 ESTABLISHING THE APPROPRIATIONS LIMIT FOR THE 2015-16 FISCAL YEAR**

H. APPROVAL OF SUCCESSOR AGENCY WARRANTS

I. APPROVAL OF HOUSING SUCCESSOR WARRANTS

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno, the City Council unanimously approved the Council Consent Calendar.

PUBLIC HEARING

**3. PROPOSED UPDATES TO THE MASTER FEE SCHEDULE EFFECTIVE JULY 1, 2015
(FISCAL YEARS 2015-2017)**

Finance Director Merchant presented the staff report dated May 26, 2015 recommending that the City Council adopt the resolution approving updates to the Master Fee Schedule effective July 1, 2015.

In response to Councilmember Ogorchock, Chief Cantando stated there were no changes made to Animal Services fees as they were attempting to increase adoption and lower euthanasia rates.

In response to Councilmember Rocha, Finance Director Merchant reported the Antioch Police Department was not currently collecting bicycle registration fees; however, they had not been eliminated. She noted this item could be brought back when the Master Fee Schedule returned for consideration.

In response to Councilmember Wilson, Director of Parks and Recreation Kaiser reported there was an application process for parks with reservable facilities which were processed along with a payment and noted reservable picnic areas within Antioch Community Park were monitored by staff.

Mayor Harper opened and closed the public hearing with no speakers requesting to speak.

RESOLUTION NO. 2015/32

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council adopted the resolution approving updates to the Master Fee Schedule effective July 1, 2015.

COUNCIL REGULAR AGENDA

4. BUDGET FOLLOW UP FISCAL YEARS 2015-17

City Manager Duran presented the staff report dated May 26, 2015 recommending the City Council provide direction and feedback regarding the budget follow up information provided for fiscal years 2015-17.

Councilmember Rocha voiced her support for funding the Water and Sewer Fund positions.

Councilmember Tiscareno reiterated he was in favor of the positions; however, due to timing, he felt it would be more appropriate to bring this item back mid-year for discussion.

On motion by Councilmember Rocha, seconded by Councilmember Tiscareno, the City Council directed staff to reinstate earthquake insurance. The motion carried the following vote:

Ayes: Harper, Wilson, Tiscareno, Rocha

Noes: Ogorchock

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno, the City Council unanimously directed staff to postpone discussion of library funding and discuss the matter with Antioch's representative on the County Board of Supervisors.

Councilmember Rocha stated she could not support the following motion due to the City's exposure to liability.

A motion was made by Councilmember Tiscareno, seconded by Mayor Harper, to direct staff to bring the Water and Sewer Funds Requested Positions back at mid-year budget review for consideration. This motion failed by the following vote:

Ayes: Harper, Tiscareno

Noes: Wilson, Ogorchock and Rocha

Mayor Harper stated he would not support funding the positions at a time when contract negotiations were occurring.

On motion by Councilmember Rocha, seconded by Councilmember Wilson, the City Council directed staff to fund positions effective July 1, 2015. The motion carried the following vote:

Ayes: Wilson, Ogorchock, Rocha

Noes: Harper, Tiscareno

5. RESOLUTIONS OF LOCAL SUPPORT AND AUTHORIZING THE FILING OF GRANT APPLICATIONS TO MTC REQUESTING AN ALLOCATION OF THE ACTIVE TRANSPORTATION PROGRAM (ATP) CYCLE 2 PROJECT FUNDS FOR VARIOUS PROJECTS

Director of Public Works/City Engineer Bernal presented the staff report dated May 26, 2015 recommending that the City Council adopt the Resolutions of Local Support and Authorizing the Filing of Grant Application to MTC Requesting an Allocation of the Active Transportation Program (ATP) Cycle 2 Project Funds for the following projects:

- 1) Delta De Anza Regional Trail Gap Closure Project \$500,000
- 2) Rivertown Mobility Project \$1,400,000
- 3) Fitzuren Road Sidewalk Gap Closure and Bike Lane Project \$400,000

- 4) Marsh School Safe Routes to School Project \$300,000
- 5) Turner School Safe Routes to School Project \$400,000
- 6) East County Trails Gap Closures Study \$60,000

RESOLUTION NO. 2015/33
RESOLUTION NO. 2015/34
RESOLUTION NO. 2015/35
RESOLUTION NO. 2015/36
RESOLUTION NO. 2015/37
RESOLUTION NO. 2015/38

On motion by Councilmember Tiscareno, seconded by Councilmember Ogorchock, the City Council unanimously adopted the Resolutions of Local Support and Authorizing the Filing of Grant Application to MTC Requesting an Allocation of the Active Transportation Program (ATP) Cycle 2 Project Funds for the following projects:

- 1) Delta De Anza Regional Trail Gap Closure Project \$500,000
- 2) Rivertown Mobility Project \$1,400,000
- 3) Fitzuren Road Sidewalk Gap Closure and Bike Lane Project \$400,000
- 4) Marsh School Safe Routes to School Project \$300,000
- 5) Turner School Safe Routes to School Project \$400,000
- 6) East County Trails Gap Closures Study \$60,000

PUBLIC COMMENTS - None

STAFF COMMUNICATIONS - None

COUNCIL COMMUNICATIONS

Councilmember Wilson reported on her attendance at the Memorial Day event, Smart and Final grand opening, and the Ensuring Opportunity Symposium.

Councilmember Tiscareno reported on his attendance at the Memorial Day event and Red Day events.

Councilmember Rocha congratulated Chief Cantando on the positive newspaper article.

Mayor Harper also congratulated Chief Cantando. He reiterated that he would forward contact information for the speakers requesting speed bumps to City Manager Duran. He reported on his attendance at a meeting with the representatives of Kids' Club and noted the City would continue to make themselves available to that group.

ADJOURNMENT

With no further business, Mayor Harper adjourned the meeting at 8:33 P.M. to the next regular Council meeting on June 9, 2015.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 MAY 15 - 28, 2015
 FUND/CHECK#

100 General Fund

Non Departmental

356528 ARS AMERICAN RESIDENTIAL SERVICE	CBSC FEE REFUND	1.50
356544 CONTRA COSTA WATER DISTRICT	FACILITY RESERVE FEES	133,272.00
356545 CONTRA COSTA WATER DISTRICT	TREATED WATER CAPACITY FEE	30,277.26
356551 DELTA ROOFING INC	CBSC FEE REFUND	2.30
356554 ECC REG FEE AND FIN AUTH	ECCRFFA-RTDIM	376,082.45
356564 KB HOME SOUTH BAY INC	CBSC FEE REFUND	16.76
356614 ATT MOBILITY AND SUBSIDIARIES	DEPOSIT REFUND	5,444.25
356639 DELTA DENTAL	COBRA	674.99
356664 LB/L DUE III ANTIOCH 330 LLC	BALANCE REFUND	1,000.00
356670 MANHEIM, EMILY	BARRICADE DEPOSIT REFUND	30.00
356693 RICHFIELD INVESTMENT	DEPOSIT REFUND	2,000.00

City Council

356532 BANK OF AMERICA	WORKSHOP-HARPER	835.00
356692 REGIONAL GOVERNMENT SERVICES	PROFESSIONAL SERVICES	150.00

City Attorney

356531 BANK OF AMERICA	DOCUMENTS SERVICE	107.90
356592 SHRED IT INC	SHRED SERVICE	45.01

City Manager

356532 BANK OF AMERICA	LAND SECURED FINANCING	422.59
356575 NATURES BOUNTY	MEETING EXPENSE	119.60
356645 DURAN, STEVEN A	EXPENSE REIMBURSEMENT	30.00
356648 FEDEX	SHIPPING	27.96
356649 FIDELITY NATIONAL TITLE	CLOSING COSTS	1,035.50

City Clerk

356606 AMERICAN LEGAL PUBLISHING	MUNICIPAL CODE UPDATES	2,155.18
356620 BAY AREA NEWS GROUP	LEGAL AD	524.21
356646 EIDEN, KITTY J	MINUTES CLERK	910.00

City Treasurer

356558 GARDA CL WEST INC	ARMORED CAR PICK UP	226.93
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Human Resources

356592 SHRED IT INC	SHRED SERVICE	45.01
356648 FEDEX	SHIPPING	20.20
356654 HASKETT, DENISE M	EXPENSE REIMBURSEMENT	28.99
356658 IEDA INC	PROFESSIONAL SERVICES	3,699.04
356673 MUNICIPAL POOLING AUTHORITY	PROFESSIONAL SERVICES	670.89

Economic Development

356602 ZEPEDA, MARIA LIZEHT	EXPENSE REIMBURSEMENT	530.12
356674 MUNICIPAL RESOURCE GROUP LLC	CONSULTING SERVICES	4,668.40
924353 BERNICK, MICHAEL	PROFESSIONAL SERVICES	3,300.00

Finance Accounting

356592 SHRED IT INC	SHRED SERVICE	45.02
356615 BADAWI & ASSOCIATES	AUDIT SERVICES	31,298.40
924378 SUNGARD PUBLIC SECTOR INC	ASP SERVICE	13,203.96

Finance Operations

Prepared by: Georgina Meek
 Finance Accounting

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356709 WESTAMERICA BANK	COPIER LEASE	6,320.98
Non Departmental		
356612 ASSOCIATION OF BAY AREA GOVERNMENTS	FY15/16 DUES	19,980.00
356550 DELTA DIABLO	GOLF COURSE WATER	9,357.12
356573 MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY DEDUCTIBLE	18,287.01
356707 WAGeworks	ADMIN FEES	108.00
Public Works Maintenance Administration		
356619 BANK OF AMERICA	LODGING	404.88
Public Works Street Maintenance		
356527 ANTIOCH BUILDING MATERIALS	ASPHALT	19,032.21
356585 RED WING SHOE STORE	SAFETY SHOES-CARERA	218.03
356619 BANK OF AMERICA	PRINTER/COPIER	188.55
Public Works-Signal/Street Lights		
924358 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,004.64
Public Works-Striping/Signing		
356569 MANERI SIGN COMPANY	SIGNS	4,129.51
356580 PRINT CLUB	PARKING SIGNS	549.36
356584 RED DEVIL EQUIPMENT CO	PAINT SHAKER	7,073.88
356591 SHERWIN WILLIAMS CO	SUPPLIES	985.74
356594 T AND T PAVEMENT MARKINGS & PRODUCTS	SIGN REPAIR	318.85
356619 BANK OF AMERICA	PAINT SHAKER REPAIR	77.75
356669 MANERI SIGN COMPANY	SIGNS	4,123.00
Public Works-Facilities Maintenance		
356552 DREAM RIDE ELEVATOR	ELEVATOR SERVICES	240.00
356553 E M HUNDLEY HARDWARE CO	DOOR LOCKS	735.58
356668 M AND L OVERHEAD DOORS	WELDED DRIVE CHAIN	150.00
924361 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	2,897.00
Public Works-Parks Maint		
356563 IRRIGATION SYSTEM SERVICE	REPAIR SERVICE	200.00
356695 ROBERTSON INDUSTRIES INC	EQUIPMENT REPAIR	2,895.00
Public Works-Median/General Land		
356555 EVANS AND SON MASONRY	WALL REPAIR	1,470.00
356682 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	1,714.00
Police Administration		
356522 ALL STATE POLICE EQUIPMENT CO	EQUIPMENT	4,565.68
356526 ANTIOCH AUTO PARTS	SUPPLIES	41.26
356529 ASR - BRICKER MINCOLA	UNIFORMS	283.86
356537 BROWNELLS INC	GUN CLEANING	316.82
356542 CONTRA COSTA COUNTY	ACADEMY RECRUIT FEE	13,155.00
356549 CSI FORENSIC SUPPLY	SUPPLIES	250.24
356561 IBS OF TRI VALLEY	BATTERIES	143.76
356567 LEE, JENNIFER L	EXPENSE REIMBURSEMENT	44.00
356576 OFFICE MAX INC	OFFICE SUPPLIES	720.61
356583 RADAR SHOP, THE	REPAIR SERVICE	492.50
356590 SCHNITZIUS, TREVOR W	TRAINING PER DIEM	549.00
356603 ADAMSON POLICE PRODUCTS	AMMUNITION	948.56

Prepared by: Georgina Meek
 Finance Accounting

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356608 AMERICAN TROPHIES	RETIREMENT AWARD	59.95
356609 AMS DOT NET INC	CONNECTION REPAIR	437.50
356616 BANK OF AMERICA	ADMIN SUPPLIES	425.13
356617 BANK OF AMERICA	BUSINESS EXPENSE	819.09
356618 BANK OF AMERICA	AIRFARE-BROOKS	1,500.09
356624 BROWNELLS INC	ARMORED KIT	316.82
356625 CALIFORNIA SURVEYING & DRAFTING SUPPLY	OFFICE SUPPLIES	137.80
356630 COMMUNITY GRANTS ASSOCIATES INC	GRANT WRITING FEE	4,000.00
356635 COSTCO	FILM PROCESSING	237.73
356636 COVANTA ENERGY, LLC	EVIDENCE DESTRUCTION	153.36
356637 CSI FORENSIC SUPPLY	EVIDENCE SUPPLIES	424.97
356648 FEDEX	SHIPPING	122.97
356663 KIRBY POLYGRAPH & INVESTIGATIVE	POLYGRAPH EXAMS	2,700.00
356675 NET TRANSCRIPTS	TRANSCRIPTION SERVICES	413.89
356691 REACH PROJECT INC	PROGRAM SERVICES	17,083.00
356697 SCRANTON LAW FIRM	DEPOSIT REFUND	118.16
356698 SHRED IT INC	SHRED SERVICE	330.95
356706 VERIZON WIRELESS	AIR CARD	76.02
924359 IMAGE SALES INC	BADGES	17.27
924363 QUINTERO, ROBERT	COURT APPEARANCE	130.83
924372 IMAGE SALES INC	BADGES	17.27
Police Community Policing		
356568 LEHR AUTO ELECTRIC	SUPPLIES	4,404.86
356582 PURSUIT NORTH	VEHICLE SERVICE	4,973.47
356656 HUNT AND SONS INC	FUEL	31.14
356671 MOORE K9 SERVICES	TRAINING	400.00
356677 OCCUPATIONAL HEALTH CENTERS	PREPLACEMENT MEDICALS	834.60
356687 PSYCHOLOGICAL RESOURCES INC	PROFESSIONAL SERVICES	500.00
356689 PURSUIT NORTH	VEHICLE SERVICE	3,584.04
Police Investigations		
356520 ADVANTAGE SENTRY & PROTECTION	PRISONER TRANSPORT	5,090.38
356543 CONTRA COSTA COUNTY	LAB TESTING	31,302.50
356616 BANK OF AMERICA	VEHICLE ALARM SYSTEM	480.59
356618 BANK OF AMERICA	COMPUTER EQUIPMENT	2,385.31
356632 CONTRA COSTA COUNTY	LAB TESTING	990.00
356665 LEXISNEXIS	DATA MANAGEMENT	1,020.00
356667 LOS ANGELES CO AUDITOR CONTROLLER	TESTING SERVICES	515.00
356676 NEXTEL SPRINT	CELL PHONE EQUIPMENT	211.08
Police Special Operations Unit		
356616 BANK OF AMERICA	VEHICLE ALARM SYSTEM	480.59
Police Communications		
356559 GLOBALSTAR	COMMUNICATION SERVICES	87.97
356589 SAMPSON, CAROL L	EXPENSE REIMBURSEMENT	43.38
356607 AMERICAN TOWER CORPORATION	TOWER RENTAL	222.84
356705 VERIZON WIRELESS	MODEM SERVICE	2,000.00
924357 HUBB SYSTEMS LLC DATA 911	SOFTWARE SUPPORT	488.26

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 Finance Accounting

CITY OF ANTIOCH
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Police Community Volunteers

356646 EIDEN, KITTY J	MINUTES CLERK	105.00
924374 LONE TREE GOLF COURSE	APPRECIATION LUNCH	3,261.83

Police Facilities Maintenance

356538 CAMALI CORP	BATTERIES	1,695.24
356552 DREAM RIDE ELEVATOR	ELEVATOR SERVICES	80.00
356676 NEXTEL SPRINT	CELL PHONE	3,312.24
924361 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,426.00

Community Development Land Planning Services

356642 DIABLO LIVE SCAN	FINGERPRINTING	20.00
356685 PMC	PROFESSIONAL SERVICES	1,927.50
356690 RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	3,024.13
356701 STATE OF CALIFORNIA	FINGERPRINTING	32.00

CD Code Enforcement

356601 XUE, JING AND LI R LIU	OVERPAYMENT REFUND	818.00
356605 ALLIED WASTE SERVICES	ABATEMENT GARBAGE	942.54
356642 DIABLO LIVE SCAN	FINGERPRINTING	40.00
356677 OCCUPATIONAL HEALTH CENTERS	PREPLACEMENT MEDICALS	653.00
356701 STATE OF CALIFORNIA	FINGERPRINTING	64.00

PW Engineer Land Development

356588 SAM CLAR OFFICE FURNITURE	OFFICE FURNITURE	1,378.35
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Community Development Building Inspection

356528 ARS AMERICAN RESIDENTIAL SERVICE	TECH FEE REFUND	62.83
356551 DELTA ROOFING INC	INSPECTION FEE REFUND	203.59
356564 KB HOME SOUTH BAY INC	INSPECTION FEE REFUND	922.54

Capital Imp. Administration

356588 SAM CLAR OFFICE FURNITURE	OFFICE FURNITURE	2,850.13
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Community Development Engineering Services

356588 SAM CLAR OFFICE FURNITURE	OFFICE FURNITURE	635.95
356650 FILSON, LYNNE BANKER	SAFETY BOOTS REIMBURSEMENT	92.21

213 Gas Tax Fund

Parks & Open Space

356631 CONSTRUCTION TESTING SERVICES	PROJECT SERVICES	1,241.00
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Streets

356620 BAY AREA NEWS GROUP	LEGAL AD	375.58
924366 MCK SERVICES INC	PAVEMENT PROJECT	1,752,183.58

214 Animal Control Fund

Animal Control

356676 NEXTEL SPRINT	CELL PHONE	320.36
924361 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	436.00

216 Park-In-Lieu Fund

Parks & Open Space

356629 COMMERCIAL POOL SYSTEMS INC	POOL CHEMICALS	2,659.71
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219 Recreation Fund

Non Departmental

356655 HINES, TORRY	DEPOSIT REFUND	200.00
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356680 ORDAZ, SILVIA	DEPOSIT REFUND	1,000.00
Senior Programs		
924361 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	336.00
Recreation Classes/Prog		
356530 BAGNESCHI, ALBERTA	CONTRACTOR PAYMENT	697.00
356565 KOVALICK, LUANNE	CONTRACTOR PAYMENT	1,267.00
356571 MUIR, ROXANNE	CONTRACTOR PAYMENT	663.00
356577 ORTIZ, CHERYL	CONTRACTOR PAYMENT	288.00
356596 WALLER, JOHN	CONTRACTOR PAYMENT	180.00
356599 WE ARE ONE PRODUCTIONS	CONTRACTOR PAYMENT	1,642.00
356651 GEDDES MUSIC BRENTWOOD	CONTRACTOR PAYMENT	561.00
Recreation Camps		
356642 DIABLO LIVE SCAN	FINGERPRINTING	40.00
356701 STATE OF CALIFORNIA	FINGERPRINTING	64.00
Recreation Sports Programs		
356574 MUSCO LIGHTING	LIGHTING MATERIALS	1,024.75
Recreation Concessions		
356657 ICEE COMPANY, THE	SUPPLIES	527.73
356704 US FOODSERVICE INC	CONCESSION SUPPLIES	731.66
Recreation-New Comm Cntr		
356533 BAY BUILDING MAINTENANCE INC	JANITORIAL SERVICES	995.00
356592 SHRED IT INC	SHRED SERVICE	646.99
356642 DIABLO LIVE SCAN	FINGERPRINTING	40.00
356684 PHILLIPS, TRACY	RENTAL REFUND	225.00
356701 STATE OF CALIFORNIA	FINGERPRINTING	64.00
356704 US FOODSERVICE INC	CONCESSION SUPPLIES	697.08
222 Measure C/J Fund		
Streets		
356557 FEDERAL ADVOCATES INC	ADVOCACY SERVICES	5,000.00
356620 BAY AREA NEWS GROUP	LEGAL AD	400.50
356631 CONSTRUCTION TESTING SERVICES	PROFESSIONAL SERVICES	3,273.00
226 Solid Waste Reduction Fund		
Solid Waste Used Oil		
356586 REPUBLIC SERVICES INC	CURBSIDE OIL COLLECTION	1,655.92
229 Pollution Elimination Fund		
Non Departmental		
356593 STATE WATER RESOURCES BOARD	ANNUAL PERMIT FEE	1,224.00
Channel Maintenance Operation		
356570 MJH EXCAVATING INC	CHANNEL MAINTENANCE	4,777.50
356610 ANKA BEHAVIORAL HEALTH INC	LANDSCAPE MAINTENANCE	10,488.00
356613 ATLANTIS DIVING AND SALVAGE CO	INSPECTION SERVICE	2,500.00
356694 RMC WATER AND ENVIRONMENT	PROFESSIONAL SERVICES	3,578.50
Storm Drain Administration		
356593 STATE WATER RESOURCES BOARD	ANNUAL PERMIT FEE	408.00
356662 KIDS FOR THE BAY	ELEMENTARY TRAINING	4,000.00
251 Lone Tree SLLMD Fund		

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Lonetree Maintenance Zone 1

356578 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	857.00
356595 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	136.60

Lonetree Maintenance Zone 2

356578 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	3,912.00
356682 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	4,134.00

Lonetree Maintenance Zone 4

356595 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	218.56
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252 Downtown SLLMD Fund

Downtown Maintenance

356595 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	136.60
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253 Almondridge SLLMD Fund

Almondridge Maintenance

356699 SILVA LANDSCAPE	LANDSCAPE SERVICES	3,420.00
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254 Hillcrest SLLMD Fund

Hillcrest Maintenance Zone 1

356595 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	355.16
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Hillcrest Maintenance Zone 2

356595 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	486.30
356682 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	599.00

Hillcrest Maintenance Zone 4

356578 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	2,995.00
356581 PRINTEX CONCRETE PRODUCTS INC	SOUNDWALL REPAIRS	21,000.00
356595 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	273.20
356682 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	2,396.00

255 Park 1A Maintenance District Fund

Park 1A Maintenance District

356578 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	1,936.00
356595 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	355.16

256 Citywide 2A Maintenance District Fund

Citywide 2A Maintenance Zone 3

356595 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5.46
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Citywide 2A Maintenance Zone 6

356595 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	327.84
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Citywide 2A Maintenance Zone 8

356595 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	27.32
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Citywide 2A Maintenance Zone 9

356595 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	81.96
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257 SLLMD Administration Fund

SLLMD Administration

356595 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	327.84
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311 Capital Improvement Fund

Streets

356681 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	318.00
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376 Lone Diamond Fund

Assessment District

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356626	CENTRAL SELF STORAGE ANTIOCH	STORAGE FEES	177.00
356694	RMC WATER AND ENVIRONMENT	PROFESSIONAL SERVICES	4,111.82
570 Equipment Maintenance Fund			
Equipment Maintenance			
356521	ALL STAR FORD	HEAD GASKET REPAIR	4,032.24
356526	ANTIOCH AUTO PARTS	AUTOMOTIVE REPAIR PARTS	58.84
356556	FAST UNDERCAR	SUPPLIES	329.18
356573	MUNICIPAL POOLING AUTHORITY	INSURANCE PREMIUM	106.34
356579	PETERSON	SUPPLIES	456.11
356597	WALNUT CREEK FORD	CORE EXCHANGE	615.34
356604	ALL STAR FORD	KEYS	125.00
356642	DIABLO LIVE SCAN	FINGERPRINTING	20.00
356647	FAST UNDERCAR	BRAKE PADS	63.27
356677	OCCUPATIONAL HEALTH CENTERS	PREPLACEMENT MEDICALS	431.00
356686	PRECISION AUTO BODY	REPAIR SERVICE	1,971.57
356701	STATE OF CALIFORNIA	FINGERPRINTING	32.00
924373	KIMBALL MIDWEST	SUPPLIES	766.04
573 Information Services Fund			
Network Support & PCs			
356628	COMCAST	INTERNET SERVICE	130.05
GIS Support Services			
356619	BANK OF AMERICA	TRAINING	32.00
578 Post Retirement Medical-Misc Fund			
Non Departmental			
924356	RETIREE	MEDICAL AFTER RETIREMENT	183.08
611 Water Fund			
Non Departmental			
356523	AMERICAN TEXTILE AND SUPPLY INC	RAGS	1,066.02
356526	ANTIOCH AUTO PARTS	SUPPLIES	707.96
356553	E M HUNDLEY HARDWARE CO	LOCKSET & KEY BLANKS	179.45
356560	GOLOGO PROMOTIONS	SUPPLIES	915.60
924355	GRAINGER INC	SUPPLIES	186.52
Water Supervision			
356541	COLEY, TIMOTHY P	CONFERENCE PER DIEM	436.90
356652	GONZALEZ, REY	SAME DAY FEE REFUND	175.00
356660	INFOSEND INC	PRINT/MAIL SERVICES	1,934.58
356696	RT LAWRENCE CORP	LOCKBOX PROCESSING FEE	623.76
Water Production			
356519	ACE HARDWARE, ANTIOCH	SUPPLIES	13.48
356524	AMERICAN WATER WORKS ASSOCIATION	CONFERENCE-JOHNSON	895.00
356525	AMERICAN WATER WORKS ASSOCIATION	CONFERENCE DUES	250.00
356535	BHS MARKETING LLC	FLUORIDE	11,149.93
356540	COLANTUONO HIGHSMITH AND WHATLEY PC	LEGAL SERVICES	471.25
356546	CONTRA COSTA WATER DISTRICT	RAW WATER	715,100.36
356653	HACH CO	LAB SUPPLIES	280.83
356656	HUNT AND SONS INC	FUEL	1,372.08

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356682	PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	857.00
356708	WALTER BISHOP CONSULTING	CONSULTING SERVICES	1,555.63
924354	CHEMTRADE CHEMICALS US LLC	ALUM	11,440.23
924361	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	292.00
924362	OLIN CHLOR ALKALI PRODUCTS	CAUSTIC	5,698.16
924369	CONSOLIDATED ELECTRICAL DIST INC	BALLAST	645.33
924376	NTU TECHNOLOGIES INC	POLYMER	2,700.00
924377	OLIN CHLOR ALKALI PRODUCTS	CAUSTIC	5,688.96
Water Distribution			
356527	ANTIOCH BUILDING MATERIALS	ASPHALT	3,548.49
356585	RED WING SHOE STORE	SAFETY SHOES	222.41
356587	ROBERTS AND BRUNE CO	SMALL TOOLS	3,702.11
356611	ANTIOCH BUILDING MATERIALS	PAVING MATERIALS	261.25
356619	BANK OF AMERICA	SOFTWARE	636.48
356622	BERNAL JR, ROWLAND	EXPENSE REIMBURSEMENT	286.64
356627	CLASSY GLASS	WINDOW TINTING	135.00
356634	CORDAWAY, JONATHAN G	EXPENSE REIMBURSEMENT	40.96
356638	CWEA SFBS	CERTIFICATE RENEWAL-STOUT	79.00
356660	INFOSEND INC	PRINT/MAIL SERVICES	10,245.02
924370	CRYSTAL CLEAR LOGOS INC	SUPPLIES	142.33
Water Meter Reading			
356644	DICKSON	PRESSURE DATA LOGGERS	1,191.00
356668	M AND L OVERHEAD DOORS	PHOTO CELL INSTALLATION	365.00
924352	BADGER METER INC	WATER METERS	35,013.60
Public Buildings & Facilities			
356572	MUNICIPAL FINANCIAL SERVICES	PROFESSIONAL SERVICES	715.00
356623	BROWN AND CALDWELL INC	PROFESSIONAL SERVICES	7,489.08
924360	KAPSCH TRAFFICOM USA INC	INSTRUMENTATION SERVICES	8,590.00
Warehouse & Central Stores			
356547	COSTCO	RENEWAL FEES	110.00
621 Sewer Fund			
Sewer-Wastewater Supervision			
356660	INFOSEND INC	PRINT/MAIL SERVICES	6,101.35
Sewer-Wastewater Collection			
356527	ANTIOCH BUILDING MATERIALS	ASPHALT	6,753.07
356540	COLANTUONO HIGHSMITH AND WHATLEY PC	LEGAL SERVICES	471.25
356548	COUNTY ASPHALT	ASPHALT	2,703.25
356553	E M HUNDLEY HARDWARE CO	DOOR LOCKS	613.97
356566	L SERPA TRUCKING INC	TRUCK RENTAL	498.00
356572	MUNICIPAL FINANCIAL SERVICES	PROFESSIONAL SERVICES	715.00
356585	RED WING SHOE STORE	SAFETY SHOES-ROBERSON	222.41
356600	WECO INDUSTRIES INC	SUPPLIES	1,423.69
356619	BANK OF AMERICA	CAMERAS	2,193.74
356622	BERNAL JR, ROWLAND	EXPENSE REIMBURSEMENT	286.64
356660	INFOSEND INC	PRINT/MAIL SERVICES	10,706.64
356696	RT LAWRENCE CORP	LOCKBOX PROCESSING FEE	623.75

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924351	ALTURA COMMUNICATION SOLUTIONS LLC	PHONES	1,168.75
924355	GRAINGER INC	SUPPLIES	300.40
924364	SCOTTO, CHARLES W AND DONNA F	PROPERTY RENT	4,500.00
924365	TELFER OIL COMPANY	SUPPLIES	762.45
924371	GRAINGER INC	SMALL TOOLS	65.69
631 Marina Fund			
Marina Maintenance			
356619	BANK OF AMERICA	ROLL BAGS	257.09
924361	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,200.00
641 Prewett Water Park Fund			
Non Departmental			
356539	CITY OF ANTIOCH	OPENING STARTUP FUNDS	2,875.00
Recreation Aquatics			
356534	BERENDSEN, CAROL ANN	EXPENSE REIMBURSEMENT	65.30
356621	BAY BUILDING MAINTENANCE INC	JANITORIAL SERVICE	500.00
356642	DIABLO LIVE SCAN	FINGERPRINTING	20.00
356701	STATE OF CALIFORNIA	FINGERPRINTING	32.00
Recreation Water Park			
356562	INTERSTATE GRAPHICS OF MORRISTOWN	WATER PARK BROCHURES	1,425.00
356592	SHRED IT INC	SHRED SERVICE	646.99
356598	WATER SAFETY PRODUCTS INC	SUPPLIES	107.95
356642	DIABLO LIVE SCAN	FINGERPRINTING	600.00
356701	STATE OF CALIFORNIA	FINGERPRINTING	928.00
924371	GRAINGER INC	WHEELS	45.89
Recreation Community Cntr			
356621	BAY BUILDING MAINTENANCE INC	JANITORIAL SERVICE	250.00
Rec Prewett Concessions			
356536	BIG SKY LOGOS AND EMBROIDERY	UNIFORMS	3,287.53
356642	DIABLO LIVE SCAN	FINGERPRINTING	200.00
356701	STATE OF CALIFORNIA	FINGERPRINTING	288.00
721 Employee Benefits Fund			
Non Departmental			
356633	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
356639	DELTA DENTAL	PAYROLL DEDUCTIONS	31,833.80
356640	DELTA PARK ATHLETIC CLUB	PAYROLL DEDUCTIONS	37.00
356641	DELTA VALLEY ATHLETIC CLUB	PAYROLL DEDUCTIONS	54.00
356643	DIAMOND HILLS SPORT CLUB	PAYROLL DEDUCTIONS	59.00
356659	IN SHAPE HEALTH CLUBS	PAYROLL DEDUCTIONS	875.00
356661	INTERNAL REVENUE SERVICE	PAYROLL DEDUCTIONS	60.00
356666	LINA	PAYROLL DEDUCTIONS	5,320.89
356672	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,657.27
356678	OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	2,703.00
356679	OPERATING ENGINEERS TRUST FUND	PAYROLL DEDUCTIONS	8,031.14
356683	PARS	PAYROLL DEDUCTIONS	4,753.49
356688	PUBLIC EMPLOYEES UNION LOCAL 1	PAYROLL DEDUCTIONS	2,760.58
356700	STANDARD LIFE INSURANCE	PAYROLL DEDUCTIONS	877.00

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356702 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	129.77
356703 RECIPIENT	PAYROLL DEDUCTIONS	112.15
356710 XTREME FITNESS	PAYROLL DEDUCTIONS	104.00
924367 ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTIONS	625.50
924368 ANTIOCH POLICE OFFICERS ASSOCIATION	PAYROLL DEDUCTIONS	12,762.59
924375 NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	51,240.27
924379 VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	6,807.18



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular/Special Meeting of June 9, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: William R. Galstan, Interim City Attorney *William R. Galstan*

SUBJECT: **Rejection of Claim: Trina Gill**

RECOMMENDED ACTION

It is recommended that the City Council reject the claim submitted by Trina Gill that was received on May 12, 2015.

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



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 9, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Associate Engineer, Capital Improvements Division *SB*

APPROVED BY: Ron Bernal, Public Works Director/City Engineer *REB*

SUBJECT: Curb, Gutter, and Sidewalk Repair Including Tree Removal and Stump Grinding and Installation of Concrete Curb Ramps at Miscellaneous Locations (2014-2015), (P.W. 507-15)

RECOMMENDED ACTION

It is recommended that the City Council extend the length of the contract with Anchor Concrete Construction, Inc. for performing various repairs of concrete curb, gutter and sidewalk at the current unit prices for an additional period of one (1) year, through June 30, 2016 and increase the existing contract amount by \$250,000.

STRATEGIC PURPOSE

This item supports Strategy K-1 in the Strategic Plan by ensuring well maintained public facilities and rights-of-way.

FISCAL IMPACT

The 2015-2016 Capital Improvement Budget includes funding in the amount of \$300,000 from a combination of Water, Sewer and Gas Tax funds for design, engineering, inspection and other work related to this project.

DISCUSSION

On June 24, 2014, the City Council awarded a contract to Anchor Concrete Construction, Inc. (ACCI) to perform various repairs of concrete curb, gutter and sidewalk for a period of one (1) year. During the past fiscal year ACCI has replaced/installed 7,083 square feet of sidewalk, 1,436 square feet of driveway approach, 1,115 linear feet of curb and gutter, 3 storm drain catch basins and 4 curb ramps throughout the city. The project Special Provisions allow for the contract to be extended a maximum of two one-year terms upon mutual agreement between the City and ACCI, provided the contract unit prices remain unchanged. ACCI has agreed to continue performing work at the original contract prices until June 30, 2016. This would be the first one-year extension.

ATTACHMENTS

A: ACCI Extension Acceptance Letter

1D

ATTACHMENT "A"



City of Antioch
Attn: Scott Buenting
P.O. Box 5007
Antioch, CA 94531

May 18, 2015

Re: Curb, Gutter and Sidewalk Repair, P.W. 507-15

Dear Scott Buenting:

This letter is to notify the City of Antioch that Anchor Concrete will accept and continue to use the existing unit prices to extend the contract term through June 30, 2016. All language, scope and pricing will remain the same as the prior year's agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Newens", is written over the printed name.

Mark Newens
President, Anchor Concrete



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 9, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nancy Kaiser, Parks and Recreation Director *Nancy Kaiser*

APPROVED BY: Ron Bernal, Director of Public Works/City Engineer

SUBJECT: Review and Approve Conceptual Plans for the Prewett Community Park Final Phase Development Project and Authorize the Development of Plans and Specifications for Public Bidding in Fall 2015.

RECOMMENDED ACTION

It is recommended that the City Council review and approve conceptual plans for the Prewett Community Park Final Phase Development Project and authorize the development of plans and specifications for public bidding in fall of 2015.

STRATEGIC PURPOSE

Long Term Goal J: Parks and Recreation. Provide outstanding facilities and programs for the community.

1. **Strategy J-4:** Use remaining Mello-Roos Funds to expand and enhance Antioch Water Park with an all abilities water attraction.

FISCAL IMPACT

The design services and project construction will be funded through the Community Facilities District 89-1. This fund has a balance of approximately \$2 million dollars dedicated for the development of Prewett Community Park.

DISCUSSION

During the City Council meeting of April 14, 2015, the Council approved an Agreement with Royston Hanamoto Alley & Abey Landscape Architecture and Planning (RHAA) to provide design services for the final phase of development at Prewett Community Park.

Developing the final phase of Prewett Community Park includes key features that were prioritized by City Council on December 12, 2014. The priority features address key themes that emerged from community meetings including a need for a new amenity in the water park, access to facilities that do not have a fee for use, enhancing existing

facilities for community use, enhancing programs and facilities for older children and security and safety. The priority features are ranked as follows:

1. Spray park/splash pad-pool
2. All access playground
3. Lighted sport courts
4. Security cameras
5. Group picnic areas/shade
6. Monument / digital sign – pending location and cost

City staff met with the design team on two occasions to develop a vision and concept for these proposed park elements. Staff discussed themes, features and operational uses of the above listed amenities. The project focus is to develop a project that is high quality, meets the needs of several audiences, improves the potential for revenue generation within the water park and is within the project budget. Based upon cost estimates provided by RHAA, staff and the design team have identified the following features for consideration:

1. Spray park/splash pad-pool
2. All access playground/picnic shade area - combination
3. Lighted sport courts
4. Security cameras

Security camera phase #1

This portion of the project has begun; staff is anticipating the first phase to be completed by July 1, 2015.

Current Project Budget

\$128,000.00

Spray Park/Splash Pad-Pool

The spray park area will be located inside the Antioch Water Park and will provide recreation, health, and social development opportunities for children under six, as well as all children who are unable to experience swimming because of a physical disability. The new feature will enhance the overall water park experience for families by providing interactive water play for the youngest, while older children enjoy the attractions and programs.

Current Project Budget

\$850,000.00

All Access Playground, Picnic Area and Lighted Sport Court

A playground designated as “all access” will provide quality outdoor experiences for children of all ages within the community. This park improvement is a highly valued element and to improve the family experience, staff recommends that a casual picnic area be integrated into the playground development to enhance the total family visit at the park. A separate and formal group picnic area further from the playground does not accomplish the goal to enrich the family experience.

This design approach to the playground and picnic area is also more favorable based upon the projected cost estimates for a separate playground and formal group picnic area. The budget can accommodate a robust playground with a casual, flexible picnic alternative for park visitors.

The lighted sport court, or basketball area, was discussed at length from both a programmatic and security perspective. The police department has identified this particular element as an area of “concern”. Their opinion is that this feature creates a mixed use of non-complimentary age groups in close proximity to one another and increases opportunities for intimidating parents with smaller children. They were also concerned the lighting of this feature would encourage the users to be in the park without some degree of supervision, perhaps increasing the opportunity for vandalism at the facility.

This “all access” playground is a significant financial investment for the community and should be protected for everyone’s enjoyment. The police department is very supportive of safe afterschool activities for teens and there is concern that these two “non-complimentary” purposes in close proximity could create safety issues.

Current Project Budget **\$500,000.00**

Playground, Picnic area, Sport court

Project Estimate – Option Comparison

- **Option A - Expanded Playground/ Picnic area** **\$550,000.00**
 - **Sport court** **\$120,000.00**
- Subtotal** **\$670,000.00**

- **Option B - Limited Playground/ Picnic area** **\$450,000.00**
 - **Sport court** **\$120,000.00**
- Subtotal** **\$570,000.00**

Total Project Budget	\$2,038,000.00
1. Design, project management, staff time	\$450,000.00
2. Construction contingency	\$110,000.00
3. Security Cameras	\$128,000.00
4. Spray Park/Splash Pad-Pool	\$850,000.00
5. <i>Playground Funding Available</i>	\$500,000.00
a. Option A	\$670,000.00
b. Option B	\$570,000.00
<u>Project shortfall</u>	
Option A	<\$170,000.00>
Option B	<\$ 70,000.00>

Marquee signage

Currently, the total projected budget for the final phase of development does not have the capacity to include this amenity as part of the project.

The Parks and Recreation Commission conducted a special public meeting on Thursday June 4, 2015 to discuss and review the proposed conceptual plans. The Recommendations to the City Council will be presented by staff during the City Council Meeting June 9, 2015. Additionally, RHAA will provide a project presentation and conceptual plan review on June 9, 2015. Project Manager, Lonnie Karste, will be available for discussion.

The project is scheduled to move through design and construction in an expeditious manner based upon City Council direction to have these new amenities available to the community beginning in the summer of 2016 for the spray pad/splash park and the fall of 2016 for the other park features.

It is recommended that the City Council review and discuss the options presented for the project and approve conceptual plans for the final phase of the Prewett Community Park Development Project, and authorize the development of plans and specifications for public bidding in fall of 2015.

Original copies of the conceptual design packets will be provided at the City Council meeting on June 9, 2015. Individuals interested in viewing the conceptual design options can visit the following locations to see the proposed plans.

1. Antioch Library, 501 W 18th St, Antioch, CA
2. Antioch Community Center, 4703 Lone Tree Way, Antioch, CA



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 9, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nancy Kaiser, Parks and Recreation Director *Nancy Kaiser*

APPROVED BY: Steve Duran, City Manager

SUBJECT: **APPROVE THE SECOND AMENDMENT TO THE OUT OF AGENCY SERVICES AND PROJECT AGREEMENT BETWEEN THE CITY OF ANTIOCH AND NRG ENERGY**

RECOMMENDED ACTION

It is recommended that the City Council Approve the Second Amendment to the Out of Agency Services and Project Agreement between the City of Antioch and NRG Energy that established the Antioch Community Foundation.

STRATEGIC PURPOSE

The Antioch Community Foundation will provide funding for City and private programs that enhance the community. Areas of strategic purpose for the City include:

Strategy G-1: Update long range planning documents

Strategy L-1: Improve community communications

FISCAL IMPACT

The second amendment to the agreement provides for an update on the administration of Item G – Contributions to the Antioch Community Centers Foundation. There is no fiscal impact to the City.

DISCUSSION

In 2011, the City of Antioch and NRG Energy entered into a project agreement that provided for the support and development of a natural gas-fired electricity generating facility in northeast Antioch. The project agreement includes a term that creates a non-profit Antioch Community Centers Foundation, and outlines a series of monetary contributions for the purposes of supporting charitable programs and activities.

The Foundation incorporated in 2012 and proceeded to develop articles of incorporation, operational by-laws, mission and vision statements, and grant-making guidelines. During its formation, NRG Energy and the City followed non-profit industry

best practices to start the new foundation. As a result, the operational structure of the foundation is different from the terms of the original project agreement.

The Second Amendment to the Project Agreement updates the operational structure of the foundation as follows:

Original Project Agreement	Second Amendment
Foundation Title <ul style="list-style-type: none">• Antioch Community Centers Foundation	Foundation Title <ul style="list-style-type: none">• Antioch Community Foundation
Foundation Board of Directors <ul style="list-style-type: none">• Three member board, which will include one NRG Energy appointee	Foundation Board of Directors <ul style="list-style-type: none">• A minimum of five and maximum of nine members, including• One NRG Energy appointee• Mayor of Antioch or his/her designee

A new section has also been added to the original agreement, which states that the Antioch Community Foundation will operate under the guidelines established by the Articles of Incorporation and governing By-Laws, as approved by the Antioch Community Foundation Board of Directors.

In 2014 a First Amendment to the Agreement was approved by City Council. It addressed the annexation process for the properties identified in the agreement.

ATTACHMENT

- 1) SECOND AMENDMENT TO OUT OF AGENCY SERVICES AND PROJECT AGREEMENT BETWEEN THE CITY OF ANTIOCH AND NRG ENERGY

**SECOND AMENDMENT TO OUT OF AGENCY SERVICES AND PROJECT
AGREEMENT BETWEEN THE CITY OF ANTIOCH AND NRG ENERGY**

THIS SECOND AMENDMENT TO OUT OF AGENCY SERVICES AND PROJECT AGREEMENT (AMENDMENT) is entered into by and between the CITY OF ANTIOCH, a California municipal corporation (ANTIOCH), and NRG MARSH LANDING LLC (NRG).

RECITALS

- A. WHEREAS, on September 1, 2011, ANTIOCH entered into An Out of Agency Services and Project Agreement (AGREEMENT) to construct a natural gas-fired electricity generating facility known as the Marsh Landing Generating Station, and
- B. WHEREAS, NRG is the successor entity implementing the terms of the AGREEMENT, and
- C. WHEREAS, the AGREEMENT provides for the creation of the Antioch Community Centers Foundation, and
- D. WHEREAS, the first amendment to the AGREEMENT was completed in 2014.

AMENDMENT

In consideration of the mutual obligations, benefits, and other valuable considerations set forth in this AMENDMENT and in the 2011 AGREEMENT, and to clarify those obligations and benefits, ANTIOCH and NRG hereby agree as follows:

- I. Section II.G of the AGREEMENT is amended throughout as follows: The Antioch Community Centers Foundation shall be re-named as the Antioch Community Foundation.
- II. Section II.G.4) of the AGREEMENT is amended to provide:
 - a. The Antioch Community Foundation will be governed by an independent Board of Directors (Board) consisting of five (5) to nine (9) members; with five being the minimum number of board members and nine being the maximum number of board members.
 - b. One member of the Board shall be employed or appointed by NRG and one member of the Board shall be the Mayor of Antioch or his/her designee.

- III. A new Section II.G.7) is added to the AGREEMENT as follows: The Antioch Community Foundation will operate under the guidelines established by the Articles of Incorporation and governing By-Laws as approved by the Antioch Community Foundation Board of Directors.

All other terms of the AGREEMENT remain in full force and effect.

IN WITNESS WHEREOF, ANTIOCH and NRG enter into and date this AMENDMENT this _____ day of _____, 2015.

NRG:

NRG MARSH LANDING LLC

By: _____
Name: _____
Its: _____

ANTIOCH:

CITY OF ANTIOCH,
a California municipal corporation

By: _____
Name: Steve Duran
Its: City Manager

APPROVED AS TO FORM:

By: _____
Name: Derek P. Cole
Its: Interim City Attorney



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 9, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Forrest Ebbs, Community Development Director *FE*
Mitch Oshinsky, Interim Community Development Director

SUBJECT: Authorization to Amend Consultant Contracts with Planning Firms PMC, Loewke, and Raney Planning and Management Extending the Term for Three Years, and Amending the Contract Value to a Total Not to Exceed Two Hundred Thousand Dollars (\$200,000) Each

RECOMMENDED ACTION

It is recommended that the City Council authorize the City Manager to amend the contracts for PMC, Loewke, and Raney Planning and Management to extend the agreements for three (3) years, and amend the contract value by \$100,000 each, bringing the total to \$200,000 each.

STRATEGIC PURPOSE

These actions are essential to continue to process project applications in a timely manner (Strategic Plan Long Term Goal F: Economic Development. Grow the City out of Recession; and Long Term Goal G: Planning, Entitlements and Permitting. Provide consistent and efficient entitlement, permitting, and development services to the public) in that the consultants will be assisting with the efficient processing of development applications.

FISCAL IMPACT

All time and material costs are reimbursed by the project applicants. There is no net cost to the City.

DISCUSSION

As a result of the improvement in the economy and lean staffing levels, in February 2013, the City entered into three year agreements (February 2013 – February 2016) with three planning consultants to provide contract planning services to augment staff time in order to continue to process entitlement applications efficiently. Those consultants were selected following a Request for Qualifications (RFQ) by the City, review and interviews by staff, and approval of the City Manager.

On May 13, 2014, the City Council authorized the City Manager to amend the contracts with the three consultants since the contracts were going to exceed the City Manager's \$50,000 contractual authority. The contracts were then amended to have a not to exceed amount of \$100,000.

We are approaching this amount with two of the consultants used most frequently for development processing, Raney and PMC. Loewke has expended almost one-half of their contract provision, and although on a separate contract, their time is already significantly committed to the ongoing Downtown Specific Plan and General Plan Update. An additional challenge is that Senior Planner Mindy Gentry is leaving the City of Antioch on June 12th for a promotional opportunity with another agency.

Development activity continues, and at this time staff wishes to extend the existing agreements with Raney, PMC and Loewke to avoid interruptions in work flow. Therefore, Council approval is requested to amend the existing contracts to provide for a not to exceed amount of \$200,000 each and an expiration of February 2019 for all three firms. This continuation of our consultant resources will allow the City to continue to provide essential and mandated development review services to our customers in an effective and efficient manner. It is especially important that this action occur now, as we will need to fill the immediate gap created by the unexpected staff vacancy.

Staff has and is continuing to consider the possibility of having services provided through a new in-house planning position. The Planning function is very development dependent. A new Planner position was requested for the FY 15/16 budget, but it was not approved due to the lack of funding. Even if funding was to be immediately made available, the recruitment process would take time during which the City would still need contract services in order to efficiently serve customers. Therefore, at this time, it seems the best course of action is to move forward as proposed and continue to monitor workloads and development fees over the next few months. If development application submittals continue, staff will evaluate the feasibility of recommending to Council the addition of a staff Planner at FY 15/16 mid-year (January 2016).

ATTACHMENTS

None.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 9, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Associate Engineer, Capital Improvements Division *SB*

APPROVED BY: Ron Bernal, Public Works Director/City Engineer *RB*

SUBJECT: Water Treatment Plant Disinfection Improvements
(P.W. 246-29)

RECOMMENDED ACTION

It is recommended that the City Council approve the proposal and authorize the City Manager to sign an agreement with CDM Smith, Inc. for engineering services related to the Water Treatment Plant Disinfection Improvements project in the amount of \$493,423.

STRATEGIC PURPOSE

This item supports Strategy K-1 in the Strategic Plan by ensuring well maintained public facilities and Strategy K-2 by delivering high quality water to our customers.

FISCAL IMPACT

The revised 2014-15 Capital Improvement Budget includes \$550,000 of Water Enterprise Funds for engineering services related to disinfection improvements at the Water Treatment Plant.

DISCUSSION

The City currently utilizes chlorine and ammonia gas during disinfection operations at both Plant A and Plant B of the Water Treatment Plant (WTP). Increasingly stringent regulatory requirements, associated shipping, storing and handling of these gases and the effort required to maintain the delivery systems are proving to be excessively taxing on the City's limited staff.

On February 20, 2015, staff mailed letters to five (5) civil engineering firms requesting proposals for the evaluation of various disinfection alternatives to replace the existing system at the WTP, preparation of plans and specifications for the implementation of the selected process and to provide engineering support during the bidding and construction of the project.

On March 31, 2015, proposals were received from CDM Smith, Inc. of Walnut Creek and RMC Water and Environment of Walnut Creek. Based on the content of the proposals and discussions each firm had with WTP and Capital Improvement staff during pre-proposal site visits, CDM Smith, Inc. was selected as the most qualified firm to provide the services required for this project. Staff has subsequently met with

representatives with CDM Smith, Inc. to develop the scope of work and cost proposal included in the attached Consultant Service Agreement.

ATTACHMENTS

A: Consultant Service Agreement

ATTACHMENT "A"

DESIGN CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND CDM SMITH, INC. FOR THE WATER TREATMENT PLANT DISINFECTION IMPROVEMENTS P.W. 246-29

THIS AGREEMENT for design consulting services is made by and between the City of Antioch ("City") and CDM Smith, Inc. ("Consultant") as of June 10, 2015.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2016, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City' right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agree to pay Consultant a sum not to exceed Four hundred ninety three thousand, four hundred twenty-three dollars (493,423.00), notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City' option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services.
- The Consultant's signature.

2.2 **Payment Schedule.**

2.2.1 City shall make incremental payments, based on invoices received, [according to the payment schedule attached as Exhibit B], for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.

2.3 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.4 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule: See Exhibit B.

2.5 **Reimbursable Expenses.** Reimbursable expenses are listed in Exhibit B, and shall not exceed Five thousand seven hundred dollars (\$5,700.00). Expenses not in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded,

2.6 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.7 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Insurers shall have an A.M. Best's rating of no less than A:VII unless otherwise accepted by the City in writing:

4.1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Contractor shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

4.2. Automobile Liability Insurance. ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

4.3. Workers' Compensation Insurance. as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4.4. Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

4.5. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

4.5.1 *Additional Insured Status*. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

4.5.2 *Primary Coverage*. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4.5.3 *Notice of Cancellation*. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

4.5.4 *Waiver of Subrogation*. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

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

4.5.6 *Claims made policies*. If any of the required policies provide claims-made coverage:

4.5.6.1 The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

4.5.6.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

4.5.6.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

4.6. Certificate of Insurance and Endorsements. Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language

effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

4.7. Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

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

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

4.10. Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES

5.1. Consistent with California Civil Code Section 2782.8, when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, immediately indemnify, defend (with counsel acceptable to the CITY) and hold harmless CITY, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of or resulting from any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, agents, sub-consultants or subcontractors in said performance of professional services under this Agreement, except to the extent that such claims, suits or actions were caused by the sole negligence, active negligence or willful misconduct of the City or such indemnification is otherwise prohibited under applicable law.

5.2. Other than in the performance of professional services by a design professional, which shall be solely as addressed by subsection (a) above, and to the full extent permitted by law, CONSULTANT shall indemnify, defend (with counsel acceptable to the CITY) and hold harmless CITY and any Indemnified Parties from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of or resulting from the performance of this Agreement by CONSULTANT, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of CITY.

5.3. In the event that Consultant or any employee, agent, sub-consultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, sub-consultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

5.4. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

5.5. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

Section 6. STATUS OF CONSULTANT.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.
- Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.
- 7.6 **Prevailing Wages.** Should the scope of work fall under the requirements of the California Labor Code and implementing regulations for the payment of prevailing wages, then Consultant shall comply and pay prevailing wages.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 **Extension.** City may, in their sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City' remedies shall include, but not be limited to, the following:
- 8.6.1 Immediately terminate the Agreement;
 - 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or
 - 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.
- 9.2 Confidentiality. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the services under this Agreement in any publication without the prior written consent of the City.
- 9.3 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.4 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.
- 9.5 Intellectual Property. The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

Section 10 **MISCELLANEOUS PROVISIONS.**

- 10.1 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.2 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.3 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.4 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.5 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Consultant shall not employ any official of City in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.
- 10.7 **Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any attachment or Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.

- 10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration. This Agreement shall be administered by Scott Buenting ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices. Any written notice to Consultant shall be sent to:

CDM Smith, Inc.
 Attn: Servando Molina, P.E.
 100 Pringle Avenue, Suite 300
 Walnut Creek, CA 94596

Any written notice to City shall be sent to:

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

- 10.11 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and all other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

CITY:

CITY OF ANTIOCH

 Steven Duran, City Manager

Attest:

 Arne Simonsen, City Clerk of City of Antioch

Approved as to Form:

 City Attorney

[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]

CONSULTANT:

CDM SMITH, INC.

By: _____

Name: Servando Molina

Title: Associate

By: _____

Name: HALA Z. T. TUS

Title: Vice President

Exhibit A

Scope of Work

CDM Smith identified the following 10 tasks for the design and engineering services during construction for the Antioch Water Treatment Plant Disinfection Improvements Project:

1. Alternatives Analysis and Preliminary Design Report (30% Design)
2. Permitting Assistance
3. Field Investigations
4. 60% Design Submittal
5. 90% Design Submittal
6. Bid Documents and Bid Period Assistance
7. Engineering Services During Construction (ESDC)
8. Project Management
9. Quality Assurance/Quality Control
10. Additional Services

Figure A-1 presents the Preliminary Project Schedule and assumes:

- City will issue the Design Services Notice to Proceed (NTP) by June 12, 2015
- Project will include upgrading or replacing the chlorine gas system with liquid hypochlorite system; hypochlorite will be delivered by truck and not generated onsite
- Project will include upgrading or replacing the anhydrous ammonia gas system with aqua ammonia (delivered by truck)
- Design services and ESDC for onsite generation sodium hypochlorite, ozone or UV disinfection systems could be added as optional tasks
- Bid period will last approximately 4 weeks
- City will issue the Construction and ESDC NTPs within approximately 5 weeks of the bid opening
- The construction/commissioning duration will last approximately 9 months. Commissioning of both the sodium hypochlorite and aqua ammonia systems will consist of a 14 day acceptance test with both systems tested concurrently.
- The project scope and budget is based on the project being completed by September 30, 2016.

Scope of Work

Project Overview and Assumptions

The City of Antioch owns and operates a 36 million gallon per day (MGD) drinking water treatment facility at 401 Putnam Street in Antioch, California. The facility consists of two hydraulically separate plants (Plant A and Plant B) that feature similar treatment processes. The plant currently uses gaseous chlorine and anhydrous ammonia for peroxidation/primary disinfection (free chlorine) and residual disinfection (monochloramine).

Due to safety, regulatory, environmental and cost concerns regarding the continued use of chlorine gas and ammonia gas, the City initiated the Disinfection Improvements Project to evaluate alternative disinfection processes with the intent to replace the chlorine gas system with alternative disinfectants (e.g., liquid sodium hypochlorite [bulk delivery or onsite generation], ozone or UV); and replace the anhydrous ammonia gas system with a liquid aqua ammonia system.

The scope of work was developed with the following key assumptions:

- Alternatives analysis would be limited to the following five alternative disinfection systems: ozone, UV disinfection, bulk sodium hypochlorite, onsite generation of sodium hypochlorite and aqua ammonia.
- Scope, schedule and level of effort assumes that bulk sodium hypochlorite and bulk aqua ammonia will be selected by the City as the preferred alternatives for design and ESDC.
- New sodium hypochlorite and aqua ammonia storage systems will be located outdoors under canopies; and new metering pumps and instrumentation will be located in existing buildings.
- Containment at the chemical loading station will consist of a sloped area of pavement with sufficient volume to capture the liquid chemical in the event of a leak or spill.
- Existing plant has sufficient utility and backup/emergency power for the new facilities; and no modifications will be required to the PG&E service to the plant or electrical distribution system within the plant.
- Control system programming for new systems will be integrated into the existing system by the general contractor; and no major changes to hardware or software will be required.
- California Environmental Quality Act (CEQA) permitting activities will be limited to the development of documents for the project designation of Mitigated Negative Declaration.
- Development of approximately 35 to 40 drawings and approximately 40 specifications sections to construct and commission the two new chemical systems as deemed appropriate by CDM Smith.
- Design will be prepared using 16 Division format for specifications; CDM Smith will provide technical specifications and City will provide edited front-end specifications (Division 0 and Division 1).
- No major relocations of existing utilities will be required.

- Project will be competitively bid as one project with no owner-provided or pre-purchased equipment.
- CDM Smith will provide design services and engineering support during construction.
- City will provide construction monitoring services so that facilities are constructed according to plans, specifications, submittals, requests for information, design clarifications and contract change orders.

Proposed Tasks

For each task, we have listed the objectives, activities (subtasks), deliverables and assumptions.

Task 1 – Conduct Alternatives Analysis and Prepare Preliminary Design Report (30% Design Submittal)

Approach

CDM Smith will conduct alternatives analyses to help the City select the disinfection system that will be designed and constructed. After the selection, CDM Smith will prepare a Preliminary Design Report to establish the basic design criteria, code compliance and project constraints.

Activities, Assumptions and Deliverables

CDM Smith will complete the following activities under Task 1:

- 1.01 Conduct Project Kickoff Meeting/Alternatives Identification Workshop
 - Workshop to be held at the Antioch WTP
 - Duration 2 hours
 - Attended by CDM Smith Project Manager and Project Engineer
 - CDM Smith will prepare meeting minutes and distribute electronically to the City
- 1.02 Prepare Draft Technical Memorandum No. 1 – Disinfection Alternatives Analysis
 - Approximately 5-10 pages
 - Includes conceptual comparison of technologies, qualitative in nature
 - Detailed conceptual designs and construction and operating cost estimates will not be prepared; estimates will be comparative and based on previous similar projects
 - 5 hardcopies and 1 electronic copy in pdf
 - Final TM-1 will be included as an appendix to the Preliminary Design Report
- 1.03 City Review of Draft TM-1 and Preparation of Responses by CDM Smith
 - City will review the Draft TM-1 and provide consolidated written comments to CDM Smith within 7 days of receiving the Draft TM-1.

- CDM Smith will provide written responses in electronic format to the City within 14 days of receiving the comments.
- 1.04 Disinfection Alternatives Selection Workshop
- Workshop to be held at the Antioch WTP
 - Duration 2 to 4 hours
 - Attended by CDM Smith Project Manager and Project Engineer
 - City will select the disinfection systems for design and implementation; and identify the areas for storage tanks, feed equipment, chemical application piping and water softening system (if included).
 - CDM Smith will prepare meeting minutes and distribute electronically to the City
- 1.05 Prepare Draft Preliminary Design Report (PDR)
- Approximately 15 to 20 pages
 - Includes description of facilities and general process control strategies, design criteria, draft process and instrumentation diagrams (P&IDs), draft site plan, electrical on-line diagram, and identification of applicable codes
 - Project schedule will be updated and included in the PDR
 - No Engineer's Opinion of Probable Construction Cost will be provided in the PDR
 - 5 hardcopies and 1 electronic copy in pdf
 - Final TM-1 will be included as an appendix to the Preliminary Design Report
- 1.06 City Review of Draft PDR and Preparation of Responses by CDM Smith
- City will review the Draft PDR and provide consolidated written comments to CDM Smith within 7 days of receiving the Draft PDR.
 - CDM Smith will provide written responses in electronic format to the City within 14 days of receiving the comments.
- 1.07 Finalize Preliminary Design Report
- Approximately 15 to 20 pages
 - 5 hardcopies and 1 electronic copy in pdf
 - Final TM-1 will be included as an appendix to the Preliminary Design Report

Task 2 – Permitting Assistance

Approach

CDM Smith will assist with the anticipated design-related permitting activities to facilitate replacement of the existing gaseous chlorine system with liquid sodium hypochlorite and replacement of the existing gaseous ammonia system with liquid aqua ammonia.

Activities, Assumptions and Deliverables

CDM Smith will complete the following activities under Task 2:

2.01 Prepare Draft CEQA Documents

- Develop Draft CEQA Documents for Mitigated Negative Declaration
- 5 hardcopies and 1 electronic copy in pdf

2.02 City Review of Draft CEQA Documents

- City will review the Draft CEQA Documents and provide consolidated written comments to CDM Smith within 7 days of receiving the Draft CEQA Documents.

2.03 Prepare Final CEQA Documents

- CDM Smith will incorporate the City's comments and additional information into the CEQA documents within 14 days of receiving the comments.
- CDM Smith will attend one public meeting; CEQA Specialist and PM or PE.
- CDM Smith will prepare meeting minutes and distribute electronically to the City

2.04 Meetings with Division of Drinking Water (DDW)

- CDM Smith and the City will meet with the DDW to review the PDR; duration 1-2 hours; attended by PM or PE.
- CDM Smith will prepare meeting minutes and distribute electronically to the City
- CDM Smith and the City will meet with the DDW after the 60% Design Submittal to review the proposed design; duration 1-2 hours; attended by PM or PE.
- Additional meetings with DDW associated with application to amend the operating permit will be conducted under Task 8 Engineering Service During Construction

2.05 Meetings with City Building Department

- CDM Smith and the City will attend up to 2 meetings with the City Building Department to review the 60% designs; duration 1-2 hours each meeting; attended by PM, PE and/or designated designer(s).
- CDM Smith will prepare meeting minutes and distribute electronically to the City

2.06 Meetings with County Hazardous Materials Division

- CDM Smith and the City will attend up to 2 meetings with the Contra Costa County Hazardous Materials Division to review the 60% designs; duration 1-2 hours each meeting; attended by PM, PE and/or designated designer(s).
- CDM Smith will prepare meeting minutes and distribute electronically to the City

2.07 Meetings with County Fire Marshal

- CDM Smith and the City will attend up to 2 meetings with the Contra Costa County Fire Marshal to review the 60% designs; duration 1-2 hours each meeting; attended by PM, PE and/or designated designer(s).
- CDM Smith will prepare meeting minutes and distribute electronically to the City

Task 3 – Field Investigations

Approach

After selection of the preferred disinfection alternative, CDM Smith will determine the necessary field investigations to prepare the design. Local surveying, utilities location and geotechnical field work may be required. If field investigations are required, the intent is to conduct the investigations concurrent with the development of the PDR and incorporate results into the interim design submittals and bid documents.

Activities, Assumptions and Deliverables

CDM Smith will complete the following activities under Task 3:

3.01 Surveying

- CDM Smith will review existing survey data provided by the City to confirm the locations and elevations of the existing facilities.
- If sufficient data does not exist, CDM Smith will identify a registered surveyor and develop a scope, schedule and budget to survey the site and develop data for design.
-
- Surveying activities by registered surveyor are limited to \$3,000; data and/or deliverables will be provided to the City and incorporated into the design documents.
- If additional surveying services above \$3,000 are required, the additional task will be added to the project and will require written approval by the City.

3.02 Underground Utilities Location and Mapping

- CDM Smith will review existing record drawings from the City to confirm the locations and elevations of the existing underground facilities.
- If sufficient data does not exist, CDM Smith will identify a qualified utilities locating service and develop a scope, schedule and budget to conduct potholing and map the location of underground utilities at the site.

- Potholing activities by outside subconsultant are limited to \$3,000; data and/or deliverables will be provided to the City and incorporated into the design documents.
- If additional potholing services above \$3,000 are required, the additional task will be added to the project and will require written approval by the City.

3.03 Geotechnical Investigation

- CDM Smith will review existing geotechnical reports from the City to determine the characteristics of subsurface conditions at the locations of proposed new facilities and develop design criteria.
- If sufficient data does not exist, CDM Smith will identify a qualified local geotechnical firm and develop a scope, schedule and budget to conduct borings and soils analysis.
- If additional geotechnical studies task are required, the task will be added to the project scope and budget and will require written approval by the City. Data and/or deliverables will be provided to the City and incorporated into the design documents.

Task 4 – 60% Design Submittal

Approach

CDM Smith will develop an interim 60% design submittal for review by the City and regulators.

Activities, Assumptions and Deliverables

CDM Smith will complete the following activities under Task 5:

4.01 Prepare 60% Design Drawings and Specifications.

- Update drawings from PDR (30% design submittal) and develop new drawings including additional plans and sections, and details for all disciplines (approximately 25 drawings)
- Prepare draft specifications for major equipment and materials (approximately 20 sections)
- City will provide draft front end specifications section for Division 0 and Division 1 to CDM Smith to incorporate into the 60% design submittal
- 5 hardcopies and 1 electronic copy in pdf

4.02 City Review of 60% Design Submittal and CDM Smith Responses

- City will review the 60% design submittal and provide consolidated written comments to CDM Smith within 7 days of receiving the 60% design submittal.
- CDM Smith will provide written responses in electronic format to the City within 14 days of receiving the comments.

4.03 60% Design Review Meeting

- Meeting to be held at the Antioch WTP
- Duration 2 to 4 hours

- Attended by CDM Smith Project Manager and/or Project Engineer and design team members as needed
 - CDM Smith will prepare meeting minutes and distribute electronically to the City
- 4.04 60% Design Engineer's Opinion of Probable Construction Cost
- Prepare Engineer's Opinion of Probable Construction Cost from 60% design submittal.
 - Estimate will be submitted to the City in electronic format approximately 2 weeks after the design submittal is delivered to the City.
- 4.05 60% Design Construction Schedule
- Update construction schedule from PDR (30% design submittal); prepared using Microsoft Project.
 - Schedule will be submitted to the City in electronic format approximately 2 weeks after the design submittal is delivered to the City (concurrent with cost estimate).

Task 5 – 90% Design Submittal

Approach

CDM Smith will develop an interim 90% design submittal for review by the City and regulators.

Activities, Assumptions and Deliverables

CDM Smith will complete the following activities under Task 5:

- 5.01 Prepare 90% Design Drawings
- Update drawings from 60% design submittal and develop all remaining drawings (approximately 40 drawings)
 - Update specifications from 60% design and develop all remaining technical specifications (approximately 40 sections)
 - City will provide draft front end specifications section for Division 0 and Division 1 to CDM Smith to incorporate into the 90% design submittal
 - 5 hardcopies and 1 electronic copy in pdf
- 5.02 City Review of 90% Design Submittal and CDM Smith Responses
- City will review the 90% design submittal and provide consolidated written comments to CDM Smith within 7 days of receiving the 90% design submittal.
 - CDM Smith will provide written responses in electronic format to the City within 14 days of receiving the comments.
- 5.03 90% Design Review Meeting
- Meeting to be held at the Antiboch WTP

- Duration 2 to 4 hours
 - Attended by CDM Smith Project Manager and/or Project Engineer and design team members as needed
 - CDM Smith will prepare meeting minutes and distribute electronically to the City
- 5.04 90% Design Engineer's Opinion of Probable Construction Cost (Final Estimate)
- Update Engineer's Opinion of Probable Construction Cost from 60% design submittal.
 - Estimate will be submitted to the City in electronic format approximately 2 weeks after the design submittal is delivered to the City
- 5.05 90% Design Construction Schedule (Final Schedule)
- Update construction schedule from 60% design submittal; prepared using Microsoft Project
 - Schedule will be submitted to the City in electronic format approximately 2 weeks after the design submittal is delivered to the City (concurrent with cost estimate)

Task 6 – Bid Documents (100% design) and Bid Period Services

Approach

CDM Smith will incorporate the final edits into the drawings and specifications; and provide stamped and signed documents for competitive bidding. CDM Smith will also support the City with assistance during the bid period.

Activities, Assumptions and Deliverables

CDM Smith will complete the following activities under Task 6:

- 6.01 Prepare Final Bid Documents (100% design)
- CDM Smith will prepare, sign and stamp drawings and technical specifications
 - City will provide edited (Final) front end specifications section for Division 0 and Division 1 to CDM Smith to incorporate into the Final Bid Documents
 - 5 hardcopies and 1 electronic copy in pdf
 - City will coordinate and provide all documents to prospective bidders
- 6.02 Attend Pre-bid Conference and Job Walk
- CDM Smith PM or PE will attend pre-bid conference and job walk at the Antioch WTP;
 - Assist the City with answering questions from prospective bidders
 - CDM Smith will prepare meeting minutes and distribute electronically to the City
- 6.03 Respond to Potential Bidders' Questions

- City will direct technical questions to CDM Smith and CDM Smith will prepare responses to be distributed by the City; assumes approximately 16 questions (24 hours total)
- Bid period will last approximately 4 weeks

6.04 Prepare Addendum

- CDM Smith will prepare up to 1 addendum to clarify technical changes to the design or project; addenda will be submitted in electronic format to the City
- City will distribute the addendum to prospective bidders
- Conformed drawings and specifications are not included; but could be added as an optional service at the City's request

6.05 Review Bids

- At the City's request, CDM Smith will assist the City with evaluating the bids and prepare a 1- to 2-page memorandum that summarizes the bids and identifies apparent deficiencies or concerns.

Task 7 – Engineering Services During Construction (ESDC)

Approach

CDM Smith will provide engineering support for the City for the design to be constructed as described in the contract documents, prepare an O&M Manual for the new disinfection systems and provide operator training; assist City with application to amend the plant's operating permit; and prepare record drawings.

Activities, Assumptions and Deliverables

CDM Smith anticipates including the following activities under Task 7. Our assumptions are based on providing services up to the budgeted hours and fee listed in Exhibit B, Table B-1

7.01 Review Submittals

- City will coordinate submittals with Construction Contractor and CDM Smith electronically via email.
- Assumes 20 submittals and resubmittals (combined total).

7.02 Respond to Contractors Requests for Information (RFIs)

- Assumes a total of 10 RFIs.

7.03 Prepare Design Clarifications

- Assumes a total of 10 design clarifications; hand sketches and text will be sufficient.

7.04 Review/Prepare Change Orders

- Limited to 60 hours of effort.

7.05 Conduct Site Visits

- Assumes up to 8 visits.
- 7.06 Observe Acceptance Testing
 - Assumes up to 2 visits.
- 7.07 Assist City with Preparation of Application to Amend DDW Operating Permit for the Plant –
 - Assumes only 1 revision to replace the chlorine and ammonia portion of the Operating Permit.
- 7.08 Prepare Operations and Maintenance Guide for New Systems
 - Assumes a 10-page document providing system overview and operational rationale for Operating Staff.
 - Detailed equipment O&M Manuals will be provided to the City by the Construction Contractor/Equipment Vendors.
- 7.09 Provide Operator Training for New Systems
 - Assumes one 4-hour session or two 2-hour sessions by CDM Smith process engineer to address chemical system operating strategies. Additional training will be provided by the Construction Contractor/Equipment vendors.
- 7.10 Assist City with Development/Resolution of Contractor's Punch List Items
 - Assumes 1 site visit.
- 7.11 Prepare Record Drawings
 - Construction Contractor will provide a consolidated set of as-built drawings that clearly depict all changes.
 - Assumes that no more than 5 drawings will require modifications to the design/technical content; CADD effort will be limited to 16 hours.

At the City's request, CDM Smith can also provide the following services under the Additional Services Task:

- Control System Programming
- Resident Engineering
- Construction Management
- Inspection and Materials Testing

Task 8 – Project Management

Approach

CDM Smith will keep the City fully informed on all aspects of the project; prepare a work plan; attend meetings and conference calls; direct the project team and subconsultants; review work progress; monitor scope, schedule and budget; and prepare monthly progress reports and invoices.

Activities, Assumptions and Deliverables

CDM Smith will complete the following activities under Task 8:

8.01 Prepare Work Plan

- Prepare and distribute work plan and electronic project management plan (ePMP) to project team
- Work plan will include: Team, Directory/Contact Information, Project Background and Objectives, Scope, Schedule, Budgets, Document Controls/Filing, QA/QC Plan, Standards, Templates, other project specific information

8.02 Communicate with City and Project Team and Attend Meetings

- Weekly progress calls and communications with the City and project team; approximately 64 weeks duration; approximately 1 hour per week
- Monthly meetings at the Antioch WTP or via conference call at the City's request; 15 meetings; duration 1 hours each; attended by PM and/or PE
- CDM Smith will prepare meeting minutes and distribute electronically to the City

8.03 Prepare Monthly Progress Reports and Invoices

- Fifteen (15) monthly progress reports and invoices
- Invoices will report costs incurred for the ten Tasks; costs will not be reported at the subtask level

8.04 Monitor Team, Scope, Schedule and Budget

- Project startup- set up project files
- Weekly progress calls and communications with the project team; Weekly monitoring of scope, schedule and budgets for CDM Smith and subconsultants
- CDM Smith can move hours and budgets between Tasks 1 through 9 without approval from City, such that the City is notified in writing of such changes, and the authorized upper limit for the project does not change.
- CDM Smith cannot spend budget reserved in Task 10 Additional unless the City provides written authorization for the specific activities, budget and schedule.

Task 9 – Quality Assurance/Quality Control

Approach

CDM Smith will implement the firm's Quality Management Plan; and provide technical review for work products and checking of calculations.

Activities, Assumptions and Deliverables

CDM Smith will complete the following activities under Task 9:

- 9.01 Technical Review of TM-1 Alternatives Analysis; duration 6 hours
- 9.02 Technical Review of Preliminary Design Report (30% Design Submittal); duration 8 hours
- 9.03 Technical Review of 60% Design Submittal; duration 20 hours
- 9.04 Technical Review of 90% Design Submittal; duration 12 hours
- 9.05 Technical Review of O&M Guide; duration 12 hours

Task 10 – Additional Services

Approach

The City may require additional services from CDM Smith beyond what is included in the defined scope of work tasks. Prior to performing any additional service, CDM Smith will prepare a proposal for each specific activity consisting of a scope, schedule and budget.

The City will review the proposal for each additional subtask, and provide written response to CDM Smith that:

1. Authorizes CDM Smith to initiate the additional services. The written authorization will state the agreed upon scope of services requested, associated not-to-exceed fees for the subtask and revised project upper limit, and revised schedule.
2. Rejects the additional services proposal and directs CDM Smith not to conduct the proposed services.

For each new activity authorized by the City, CDM Smith will assign a separate subtask number (e.g., 10.1, 10.2...etc.).

Fees

The project will be billed on a time-and materials basis with a not-to-exceed upper limit of \$493,423 for Tasks 1 through 10 as described in the Scope of Work. Figure A-2 presents the estimated levels of effort and budgets for the project. As described herein, the City will authorize \$448,566 for CDM Smith to complete Tasks 1 through 9; and the remaining \$44,857 designated for Task 10 Additional Services will be held in reserve by the City to authorize additional and/or out of scope work on an as-needed basis.

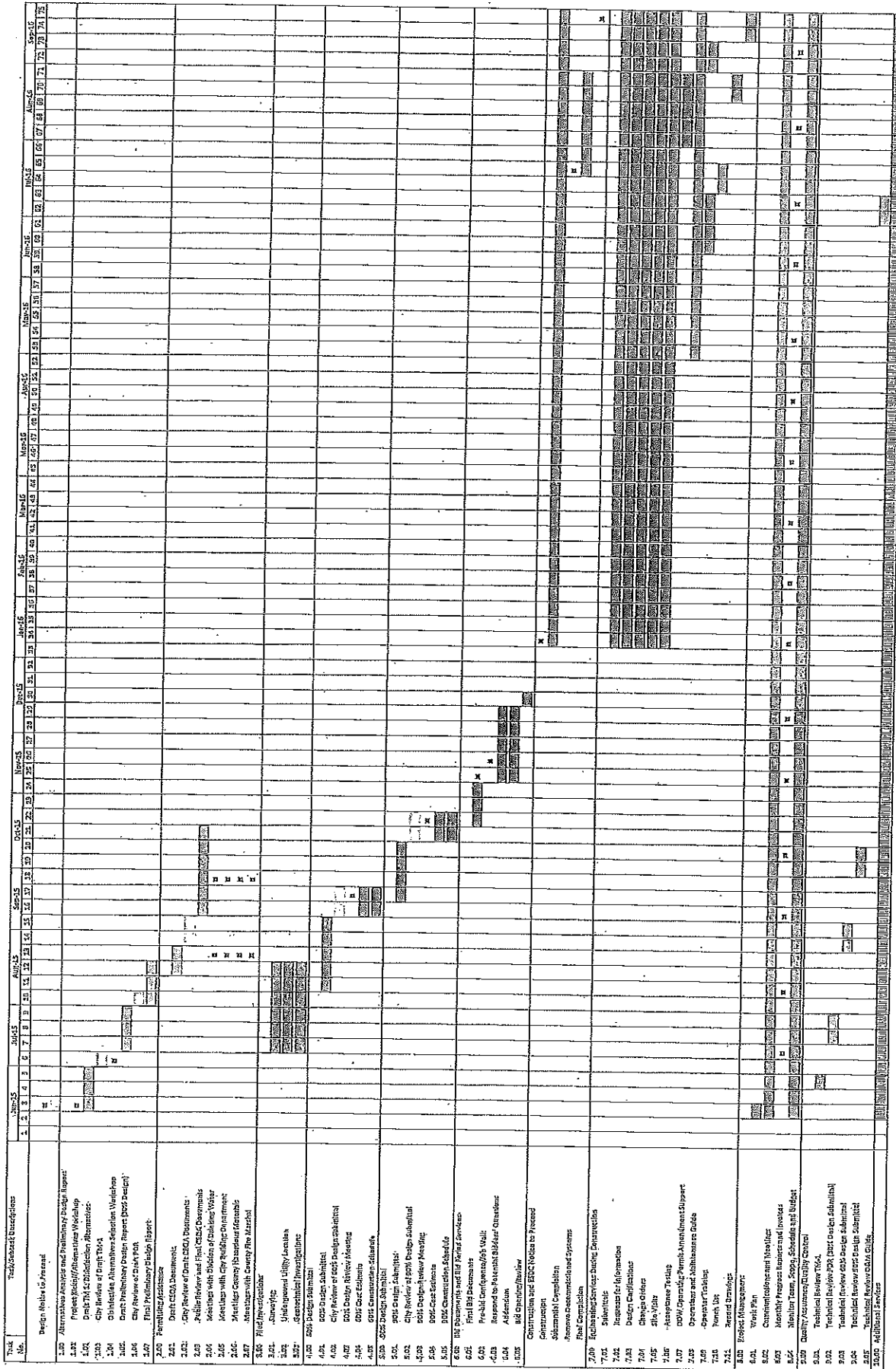


Figure A-1
Preliminary Project Schedule

PROJECT TASKS & DELIVERABLES	LAWRENCE COUNTY (2022) (2023) (2024) (2025) (2026) (2027) (2028) (2029) (2030) (2031)										TOTALS										
	Project Manager	Project Expenses	Technical Interviews	Senior Staff Delivered	Engineer Specialty	Engineer Services (S)	Engineer Services (E)	Design	Graphic Artist	Construction Admin		Value Proposition	Other Yields	Other Direct Costs	Indirect Costs						
	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	
Task 1 - Administrative/Project Management	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Task 2 - Stakeholder Engagement	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Task 3 - Data Collection & Analysis	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Task 4 - Policy Development	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Task 5 - Implementation & Monitoring	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Task 6 - Evaluation & Reporting	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Task 7 - Communication & Outreach	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Task 8 - Capacity Building	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Task 9 - Policy Review & Update	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Task 10 - Final Report & Archiving	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
TOTALS	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100

Figure A-2
Anticipated Levels of Effort and Budgets for Tasks 1 through 10

Exhibit B

Fee Schedule - Effective January 1, 2015

This section includes CDM Smith's proposed fee schedule structured for a time and materials (i.e., labor multiplier) agreement with an upper limit.

<u>PROFESSIONAL AND SUPPORT SERVICES</u>	<u>HOURLY RATES</u>
Vice President, Senior Vice President (Grade 9 & 10)	\$75.00 - 95.00
Principal, Associate (Grade 7 & 8)	\$50.00 - 90.00
Senior Technical/Professional Staff (Grade 6 & 7)	\$45.00 - 75.00
Mid-Level Technical/Professional Staff (Grade 4 & 5)	\$30.00 - 55.00
Technical/Professional Staff (Grade 1, 2, & 3)	\$25.00 - 40.00
CAD Designer/Graphic Artist	\$20.00 - 50.00
Contract/Project Administrator	\$20.00 - 50.00
Technical Editor	\$25.00 - 45.00
Word Processor	\$25.00 - 45.00
Administrative Assistant	\$15.00 - 35.00
Technician/Clerk	\$15.00 - 30.00

Technical/Professional Staff designated as Grades 1 through 10 include:

- Architects
- Biologists
- Cost Estimators
- Engineers
- Geologists
- Integration/Programming Specialists
- O&M Specialists
- Project Control Specialists
- Project Managers - Construction
- Scientists

Hourly raw labor rates will be multiplied by 3.15 for billing purposes.

The above are based on regular rates current at the time of execution of this Agreement. If the regular rates of the employee are increased during the life of this Agreement, billing and payment will be at the increased regular rates for the applicable period of time.

Annual rate increases are anticipated at approximately 3.0 percent per year.

Other Direct Costs

Other reimbursable direct costs shall be billed at 1.0 times actual cost (no markup). These reimbursable costs include, but are not limited to:

Travel: Air Fare, Auto Rental, Local Mileage at GSA approved rate (\$0.575/mile as of January 4, 2015; subject to change per GSA), Parking and Tolls

Subsistence: Lodging and Meals

Communications: Long Distance and Cellular Telephone, Fax, Postage, and Courier Services

Printing: Internal Reproduction, (\$0.10/sheet black/white; \$1.00/sheet Color); Outside Printing

Other: Equipment Rental, Project Specific Supplies, Software and/or Services

Subcontractor Services (Outside Professionals)

Subcontractor services shall be billed at 1.05 times actual costs.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular/Special Meeting of June 9, 2015

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Duane Anderson, Superintendent, Water Treatment Plant

APPROVED BY: Ron Bernal, Director of Public Works/City Engineer *RJB*

SUBJECT: Water Treatment Chemicals Purchase

RECOMMENDED ACTION

It is recommended that the City Council authorize the joint agency cooperative purchase arrangement, and issuance of purchase orders for bulk water treatment plant chemicals to the overall lowest bidders Airgas Specialty Products Inc, BHS Specialty chemical Products, Chemtrade Chemicals, Sierra Chemical, and Univar USA not to exceed \$1,200,000 and authorize the City Manager to enter into an agreement with these companies to provide these products.

STRATEGIC PURPOSE

These actions support Long Term Goal K/Strategy K-2 to operate, maintain, and steward Antioch's water assets and resources and deliver high quality water to our customers.

FISCAL IMPACT

This expenditure is included in the FY 2015/16 Water Treatment budget presented at the May 12th Council Study Session. The Council is scheduled to adopt this budget at their June 23, 2015 Council meeting.

DISCUSSION

On April 23, 2015, Diablo Water District and the cities of Antioch, Pittsburg and Martinez solicited a joint agency competitive bid for bulk chemicals for their respective water treatment plants for the period of July 1, 2015 through June 30, 2016 (Attachment A.)

This is the ninth consecutive year that Antioch has collaborated with these agencies allowing us to secure the best price and eliminating the duplication of efforts of each agency bidding chemicals individually. Although jointly bid, the chemicals are delivered and invoiced separately to the respective cities.

The chemicals included in the solicitation of bids are listed on Attachment B. Antioch purchases only the shaded products from the low bidders. Products must comply with all applicable Federal and State of California drinking water laws and regulations and meet or exceed all terms and conditions specified in the bid.

Antioch's purchasing policy allows departments to participate in cooperative inter-agency purchasing in lieu of soliciting bids. 'Piggybacking' allows the City to contract for purchase of goods or services of another entity at a cost saving due to economies of scale.

ATTACHMENTS

A: RFQ # WTC052015

B: Bid Tabulation



**City of Pittsburg
California**

65 Civic Avenue, Pittsburg, CA 94565

www.ci.pittsburg.ca.us

REQUEST FOR QUOTE

WATER TREATMENT PLANT CHEMICALS

FOR

Cities of Pittsburg, Antioch and Martinez (Cities) and Diablo Water District

RFQ # WTC052015

July 1, 2015 through June 30, 2016

QUOTATION DUE
TUESDAY, MAY 19, 2015
2:00 P.M.

1.0 GENERAL INFORMATION

1.1 Introduction

The City of Pittsburg, the City of Antioch, the City of Martinez (Cities) and Diablo Water District are jointly soliciting bids for bulk chemicals for the their respective Water Treatment Plants for the period July 1, 2015 through June 30, 2016 with an option to renew the services for one year (July 1, 2016 to June 30, 2017). Although jointly bid, the chemicals shall be delivered and invoiced separately to the respective ordering Cities. The bid chemicals are listed on **Attachment A**. On Attachment A the estimated amounts of each chemical required by each city are designated in the "Estimated Annual Quantity" column as follows:

- The amount for Antioch is preceded by an "A"
- The amount for Diablo Water is preceded by a "D"
- The amount for Martinez is preceded by a "M"
- The amount for Pittsburg is preceded by a "P".

The total amount of each chemical required by all three cities is preceded by the word "**TOTAL**", and is also entered in the corresponding "Quantity" column on the Bid Worksheet.

To be considered for award, all products provided must comply with all applicable Federal and State of California drinking water laws and regulations and meet or exceed all terms and conditions stated herein. This Request for Quote (RFQ) is not a contract, and the Cities reserve the right to award multiple bids, and/or accept or reject any and all bids or parts thereof. In this RFQ, the terms "Proposer", "Contractor", "Vendor" and "Bidder" are all used interchangeably, as are the terms "proposal", "quote" and "bid" and the terms City and/or Cities. All quotes must be submitted in the manner prescribed in Section 3, Instructions to Bidders. All materials and documents submitted will become the property of the Cities. The bid shall be valid and binding upon the Vendor and shall be firm and irrevocable for a period of ninety (90) days from the closing date.

1.2 Bid Submittal Time and Date

All bids must be received in a sealed envelope addressed to the:

City Clerk
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

no later than **2:00 P.M., Tuesday, May 19, 2015**. The outside of the envelope should be clearly marked, **RFQ# WTC052015, Water Treatment Chemicals**. The City will not accept any bid received after this date and time. **Late, telephone or faxed bids will not be accepted.**

1.3 Contact Person(s) (for questions regarding this RFQ):

Name: Chris Kania
City of Martinez
Phone: (925) 372-3587
Email: ckania@cityofmartinez.org

Name: Duane Anderson
City of Antioch
Phone: (925) 382-6264
Email: danderson@ci.antioch.ca.us

Name: Jason Moser
City of Pittsburg
Phone: (925) 252-6997
Email: jmoser@ci.pittsburg.ca.us

Name: Nacho Mendoza
Diablo Water District
Phone: (925) 383-2712
Email: nmendoza@diablowater.org

1.4 Public Bid Opening

Date/Time: May 19, 2015 @ 2:00 P.M.
Place: City of Pittsburg City Hall, First Floor
Address: 65 Civic Avenue
City/State: Pittsburg, CA 94565

All bid openings shall be conducted in a public setting and are open to anyone interested in attending. The bids will be opened and read aloud at the time and place stated above.

2.0 TERMS AND CONDITIONS

2.1 Compensation

The Vendor agrees to accept the bid price submitted as full compensation for furnishing all the materials and for doing all the work contemplated and embraced in the order, and for all loss or damage arising out of the nature of the work aforesaid; or from the action of all elements, or from any unforeseen difficulties or obstructions, which may arise or be encountered in the prosecution of work until its acceptance by the respective City; and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner according to the requirements of the Cities' inspections.

2.2 Indemnification

The Vendor shall indemnify, defend and hold harmless the Cities against and from any and all claims or suits for damages or injury arising from Vendor's performance of any agreement derivative of this RFQ; or from any activity, work, or thing done, permitted or suffered by Vendor in conjunction with the performance of that contract; and shall further indemnify, defend and hold harmless the Cities against and from any and all claims or suits arising from any breach or default of any performance of any obligation of Vendor; and against and from all costs, attorney's fees, expenses and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.

2.3 Laws to be Observed

The Vendor shall keep fully informed of and shall comply with all existing and future County, State and Federal laws and all municipal ordinances and regulations of the respective cities which in any manner affect those engaged, or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

2.4 Contractor's Licensing Laws

Attention is directed to the provisions of the California Business and Professions Code concerning the licensing of Contractors. All Bidders and Contractors shall be licensed in accordance with the laws of the State of California and any Bidder or Contractor not so licensed is subject to the penalties imposed by such laws.

2.5 Permits or Licenses

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

2.6 Termination for Default

If Contractor shall breach any provision hereof, or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceeding or make an assignment for the benefit of creditors, the respective City shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate any resultant contract of this RFQ by written notice to Contractor whereupon the City shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to the City for all costs incurred by the City in completing or procuring the completion of performance in excess of the specified bid/contract price. The City's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance or course of dealing.

2.7 Taxes

Unless otherwise provided herein or required by law, Contractor assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind hereafter imposed on or with respect to, or measured by the articles sold or material or work furnished hereunder on the wages, salaries or other remunerations paid to persons employed in connection with the performance of resultant contract; and Contractor shall indemnify and hold harmless the City from any liability and expense by reason of Contractor's failure to pay such taxes or contributions.

2.8 Safety and Environmental Issues

All equipment, materials and labor shall comply with all Federal, State and local transportation, safety and environmental laws and regulation.

2.9 Attorney's Fees

In the event that it becomes necessary for either party to bring a lawsuit to enforce any of the provisions of any contract, the parties agree that a court of competent jurisdiction may determine and fix a reasonable attorney's fee to be paid the prevailing party.

2.10 Cancellation

Each respective City may individually cancel a contract, without cause, at any time for any reason, by way of a 30-day written notice.

2.11 Assignment

The City is entering into any derivative agreement in consideration of the rendition of the services required herein of Contractor. Contractor shall not assign any of the duties, responsibilities, or obligations of this agreement to any other firm, company, entity, or individual, except with the express written consent of City. Nothing set forth in this paragraph shall preclude Contractor from assigning any of the money due and owing to it from City.

2.12 Equivalent Items.

Whenever in this RFQ an item specification is defined by using a trade or brand name of a manufacturer and/or model number, it is intended that the words, "desirable and/or equivalent" apply. This means any other brand specifications that are equal or comparable in use, quality and performance. For any particular material, process and/or equipment indicated or specified by patent, proprietary or brand name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, process and or equipment desired by the Cities. It is not meant to eliminate bidders or restrict competition in any bid process. Any manufacturer's names, drawing, trade names, brand names, specifications and/or catalog numbers used herein are for the purpose of description and establishing quality levels. Bidders may propose equipment equivalent to or surpassing these specifications for consideration by the cities. For equipment or supplies of substantive difference to be considered, the vendor

must state and describe specifically how it differs from the item specifications as described in the RFQ through use of the attached "Specifications Deviation Form" (**Attachment B**).

3.0 INSTRUCTIONS TO BIDDERS

3.1 Bid Worksheet

Bids shall be submitted only on the Water Treatment Chemicals Bid Worksheet herein provided or an exact copy thereof. Any bid submitted without the Bid Worksheet will be deemed non-responsive and not considered. The failure of the bidder to complete the Bid Worksheet in its entirety will result in the rejection of the entire bid. If the bidder is unable to bid on any of the listed items, "**NO BID**" must be indicated and entered on the Worksheet in the cost per unit column.

3.2 Unit Cost

Unit cost(s), based on the estimated quantities of chemicals to be delivered, are to be shown in the spaces provided on the Water Treatment Chemicals Bid Worksheet. **These prices will remain in effect for the period of the contract, July 1, 2015 to June 30, 2016.**

3.3 Execution

All information, prices, notations, signatures and corrections must be in ink or typewritten. Mistakes may be crossed out with a single line through the error and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the bid. Bids shall be fully executed and signed clearly and legibly in ink. Prices shall be printed in numeric form (i.e., \$243.00).

3.4 Signatures

To be considered for award, the Quote shall be signed by a duly authorized officer or agent of the firm:

- Firms organized as partnerships shall bear the signature and title of a full partner
- Corporations shall bear the signature and title of an officer authorized to bind the firm and the corporate seal
- Firms organized as joint ventures shall bear the signature and title of a principle.

3.5 Sealed Envelope

A sealed envelope should be used to return the joint bid to the City of Pittsburg. The envelope should be clearly labeled: "**Water Treatment Chemical Bid, RFQ#: WTC052015**".

It is the sole responsibility of the Bidder to ensure that the Bid is received in the designated place by the stipulated date and time.

3.6 Terms of Bid

Bids shall be valid and binding upon the Bidder and irrevocable for ninety (90) days. However, a City may award the bid to another bidder or may call for new bids, if the apparent low bidder fails or refuses to execute a contract or provide the specified materials and/or services in a timely fashion and in a manner acceptable to the City in its sole discretion.

The term of the chemical supply contract is one year commencing on **July 1, 2015** and ending on **June 30, 2016**, with option to renew for the succeeding year through mutual agreement of both parties. The successful bidder shall guarantee the bid prices for the duration of the contract.

3.7 Local Vendor Preference

A one percent (1%) preference for local vendors is available on all qualifying purchases made by the City of Pittsburg. To qualify for this preference, the purchase must be subject to sales tax collection. Additionally, the purchase order or contract must be issued to a business located in Pittsburg, California and possessing a City of Pittsburg business license.

4.0 SPECIAL REQUIREMENTS

4.1 Insurance Requirements

The successful Vendor will be required, for the life of the agreement, to carry and pay for the cost of any and all types of insurance that may be applicable. After award and prior to commencement of work, the Vendor will be required to submit the insurance certificates.

- Without limiting the foregoing in any way, Vendor shall carry Commercial Comprehensive Automobile Liability Insurance in an amount not less than one million dollars (\$1,000,000) per occurrence combined single limit Bodily Injury and Property Damage Coverage. Coverage should include owned and non-owned vehicles used in connection with this RFQ.
- Vendor shall carry Commercial General Liability Insurance in an amount not less than one million dollars (\$1,000,000) per occurrence.
- If Vendor employs licensed professional staff in providing these services, Vendor shall carry Professional Liability Insurance in an amount not less than one million dollars (\$1,000,000) per occurrence.
- Vendor, and all subcontractors under his direction, shall obtain and maintain, during the life of the agreement, Worker's Compensation Insurance, covering all of its employees on the project as required by the California Labor Code.

For all insurance provided above, policies shall provide that the same cannot be canceled or modified except upon thirty (30) days written notice to the respective City. Except for Worker's Compensation, all insurance provided above shall name each respective City and Contra Costa County and officers, agents and employees as additional insured and shall include cross liability in favor of the City. Each cities' respective certificate shall be delivered to:

City of Pittsburg

Walter Pease
Director of Water Utilities
65 Civic Avenue
Pittsburg, CA 94565

City of Martinez

Chris Kania
Water Superintendent
525 Henrietta Street
Martinez, CA 94553

City of Antioch

Duane Anderson
Water Plant Superintendent
P.O. Box 5007
Antioch, CA 94531

Diablo Water District

Nacho Mendoza
Manager of Operations
P.O. Box 127
Oakley, CA 94561

5.0 AWARD OF CONTRACT

5.1 General

The intent of each City is to award the respective contract to the lowest responsible Bidder. However, award may be made to the Vendor offering the services/supplies deemed to be to the overall best advantage of the City. Each City shall be the sole judge in making such determination and reserves the right to accept or reject any and all bids and to make multiple awards. It is anticipated that award will be made the **first week of June, 2015**, though circumstances in each City may result in later award.

5.2 Agreement/Contract

Submission of a signed bid constitutes agreement to all the terms and conditions of this RFQ. Vendor's signed quote and a Cities' written acceptance or Purchase Order shall constitute a contract in the absence of a formal contract document. Each City may require execution of its standard contract within fifteen (15) days of project award. The conditions and specifications contained within this RFQ are binding with respect to any agreement between the Vendor and City. The agreement/contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California. Sample contracts from each City are available on request.

6.0 RESPONSIBILITY OF THE BIDDER

6.1 Bid Price

The bid unit price submitted shall include all supervision, services, deliveries, supplies, equipment, labor, permits, insurance, fuel and other incidental items necessary to provide material or perform work as specified. In addition, the bid price will remain in effect for the duration of the contract. Fuel and other surcharges for the contract period are specifically prohibited and will not be considered.

6.2 Safety Program

The successful bidder(s) for **Liquid Chlorine** and **Anhydrous Ammonia** will be required to supply documentation of their CAL-OSHA safety records and provide certification that applicable Cal-OSHA and DOT training standards have been met for the handling and delivery of these materials. Each City water plant is a California Accidental Release Prevention Program (CalARP) regulated facility, and as such is required to review and evaluate vendor safety program documentation before Chlorine and Ammonia orders can be delivered. **Additionally, each successful bidder for both chlorine and ammonia shall provide two (2) training sessions of no less than two (2) hours each on the chemical properties, health hazards and safety precautions for the supplied chemical(s) to each City.**

As per our Contractor Process Safety Program, the low **Anhydrous Ammonia** bidder will be required to provide the following:

- Workman's compensation rating (EMR)
- Description of the contract employer's safety program (contractor may attach a copy of the program to satisfy this requirement)

- Description of the contract employers' training program
- Written procedures for the contract employer's supervisors to follow to ensure that facility safety provisions are followed by contract employees while working at the facility.

6.3 Chemical Orders

Authorized City WTP personnel will telephone and/or email all chemical delivery requests on an as needed basis. The selected vendor will be responsible for providing a contact name and telephone number and/or email address for each City's staff to place orders. Vendors will be responsible for providing a packing slip/bill of lading for each chemical at the time of delivery. Packing slips/bills of lading must indicate: delivery date, material description, quantity, and City purchase order number. All Vendors shall provide a firm delivery date to WTP staff within twenty-four (24) hours of receipt of order from WTP staff.

6.4 Guarantee

All Vendors providing water treatment chemicals shall guarantee that the chemicals provided meet the minimum requirements set forth herein. A certificate of analysis shall accompany each delivery. For any chemical delivered not meeting these specifications, as determined solely by each City, the Vendor shall, at his exclusive expense, make whatever corrections are necessary and deliver the specified product within four (4) calendar days of any such failure.

6.5 Deliveries

The vendor shall deliver chemicals within the time and in the manner specified. Chemicals shall be delivered within seven (7) calendar days from date of order placed by WTP. Respective deliveries shall be made to the following City locations:

City of Antioch

Water Treatment Plant
401 Putnam Street
Antioch, CA 94509

City of Martinez

Water Treatment Plant
3003 Pacheco Boulevard
Martinez, CA 94553

City of Martinez: Sodium Hypochlorite only

Martinez Municipal Pool
100 Buckly Street
Martinez, CA 94553

City of Pittsburg

Water Treatment Plant
300 Olympia Drive
Pittsburg, CA 94565

Diablo Water District

Water Treatment/Blending Plant
2201 Laurel Road
Oakley, CA 94561

Deliveries shall be made during regular operating hours (Monday through Friday, 7:00 A.M. – 3:30 P.M.) unless otherwise specified. Vendors are responsible for delivering on the date requested and confirmed, without exception. **If, at any time, the vendor has reason to believe that delivery will not be made, as ordered and confirmed, immediate notification of the anticipated delay must be given to the respective City.**

6.6 Documentation

Each chemical bid must be submitted with appropriate MSDS sheets and **verification of compliance with NSF 60 and applicable AWWA/ANSI Standard.** Chemicals not meeting these standards will not be considered.

Prior to acceptance for the contract period, all chemicals bid must have been plant tested at each City's WTP. Plant testing requirements can be met if a vendor has previously submitted samples for in-plant testing or has been previously awarded a contract and supplied the specific chemical for which they are bidding.

6.7 Invoices

Invoices submitted by the vendor for payment must reflect the established purchase order number and date of delivery. A Bill of Lading signed by WTP staff or other documentation substantiating successful delivery of material shall be submitted with the invoice. Invoices received contrary to this policy will be returned to the vendor. Invoices for each City shall be mailed to the following addresses:

City of Antioch

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

City of Martinez

City of Martinez
Accounts Payable
525 Henrietta
Martinez, CA 94553

City of Pittsburg

City of Pittsburg
Accounts Payable
65 Civic Avenue
Pittsburg, CA 94565

Diablo Water District

Diablo Water District
P.O. Box 127

6.8 Business License

For chemicals supplied to the City of Pittsburg, the successful bidder will be required to obtain a City of Pittsburg business license. Section 5.04.050 of the Pittsburg Municipal Code states in part: "It is unlawful for a person to transact and carry on business, trade, profession, calling or occupation in the city without a license from the City...". Proof of license must be shown to the City prior to the commencement of any of the services described in this RFQ. For information regarding a business license, please call (925) 252-4955.

For chemicals supplied to the City of Antioch, the successful bidder will be required to obtain a City of Antioch business license. Per Title 3 of the Antioch Municipal Code it is unlawful for a person or firm to transact business within City limits without first having procured a license from the City to do so. To obtain a license please contact Lisa Saunders at (925) 779-6150.

For chemicals supplied to the City of Martinez, the successful bidder will be required to obtain a City of Martinez business license. Per Title 5 of the Martinez Municipal Code it is unlawful for a person or firm to transact business within City limits without first having procured a license from the City to do so. To obtain a license please contact Kristine Sosa at (925) 372-3578.

7.0 STATEMENT OF WORK SPECIFICATIONS

7.1 General

The bid estimates and/or descriptions on the Bid Worksheet and Attachment A set forth the requirements for specified chemicals. The quantities listed are based on prior usage. Although listed quantities are a general indication of amounts to be used, the City does not guarantee purchase of any quantities listed.

8.0 CODE OF BEHAVIOR

Vendor personnel responsible for delivering chemicals to the Water Plant shall adhere to the following code of behavior:

- On arrival, they shall immediately report to WTP staff
- They shall conduct themselves in a proper and efficient manner at all times and cause the least possible disruption to WTP staff and operations during delivery
- They shall be trained and licensed (properly endorsed) to drive and operate equipment necessary to deliver the specified chemicals; valid driver's licenses for delivery drivers are required to be on file with the City/District WTP prior to delivery, and copies can be scanned and emailed to:

City of Pittsburg..... jmoser@ci.pittsburg.ca.us
City of Martinez..... ckania@cityofmartinez.org

City of Antioch.....danderson@ci.antioch.ca.us
Diablo Water Districtnmendoza@diablowater.org

- They shall be neat and clean, and dressed consistent with the City/District's dress code.
- They shall take all reasonable action concerning the care of City/District property in all operations and immediately report any damage to WTP staff.
- They shall abide by all applicable safety regulations for the protection of themselves and City employees; they shall wear appropriate personal protective equipment as required by Federal, State, County and City/District regulations.
- They shall report all observed unsafe and hazardous conditions to WTP staff immediately.

ATTACHMENT "A "
Cities of Antioch, Martinez, Pittsburg
& Diablo Water District

WTP CHEMICALS
RFQ# WTC052015

I t e m	Chemical	Estimated Annual Quantity	Delivery Method/ Container	Minimum Delivery Amount	AWWA/ANSI Std
1	Alum Solution (48%)	Up to A: 1400 tons M: 300 tons P: 600 tons <u>Total: 2300 tons</u>	Bulk tanker	4400 gals	B403
2	Liquid Chlorine	Up to A: 200 tons P: 66 tons <u>Total: 266 tons</u>	One ton containers	6 one ton containers	B301
3	Anhydrous Ammonia	Up to A: 28 tons M: 6 tons P: 12 tons <u>Total: 46 tons</u>	Bulk	To maintain 1000 gallon vessel > 30% full	B305
4	Sodium Hydroxide Sol'n (50%)	Up to A: 700 tons M: 125 tons <u>Total: 825 tons</u>	Bulk tanker	3800 gals	B501
5	Hydrofluosilicic Acid Sol'n (25%)	Up to A: 120 tons M: 30 tons P: 45 tons D: 9 tons <u>Total: 204 tons</u>	Bulk tanker	4300 gals D: 380 gals	B703
6	Potassium Permanganate (free flowing grade)	Up to P: 3 tons <u>Total: 3 tons</u>	5 gal pail (25 kg each)	36 pails (approximately 1 ton)	B603

Item	Chemical	Estimated Annual Quantity	Delivery Method/ Container	Minimum Delivery Amount	AWWA/ANSI Std
7	Sodium Hypochlorite 12.5%	Up to M: 36,000 gals M: 6,000 gals D: 2,500 gals Total: 44,500gals	Bulk tanker	M: 2800 gals M: 700 gals D: 1000 gals	B300
8	Cationic Polymer Solution coagulant grade Poly(Diallyldimethyl- ammonium Chloride) (poly DADMAC) equal to Neo Solutions NS 3150P®.	P: 25 tons	Bulk Tanker	4300 Gal	B451

BID WORKSHEET, WATER TREATMENT CHEMICALS

July 1, 2015 through June 30, 2016

Bid No. WTC052015, Due May 19, 2015 at 2:00 p.m.

The Undersigned, as bidder, declares that the only person or parties interested in this RFQ as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that bidder and/or agent has carefully examined the location of the proposed work above described; that bidder and/or agent has examined the plans, terms and conditions and specifications therefore and is familiar with all requirements; that bidder and/or agent has examined this Form and the provisions incorporated by reference herein; and bidder and/or agent hereby proposes, and agrees to the Contract apparatus, and other means of construction, and to do all the work and furnish all the materials in accordance with the scope of work in the time stated herein, for the unit price and/or lump sum price as listed below.

Vendors are not required to bid on all items. Bid only on the items you can supply. Enter "NO BID" on those chemicals not bid. All prices shall be F.O.B. Jobsite for each City/District. All chemicals must be **NSF60 approved**, and comply with the **current** applicable **AWWA/ANSI Standard** (see Attachment A). Separate bids for sodium hypochlorite delivery quantities are acceptable please label short loads as SL. *The quantities listed are estimates. Cities will pay only for actual material received and accepted at the unit prices submitted.*

<u>Quantity</u>	<u>Description</u>	<u>Cost per Ton</u>
Up to 2,300 Tons	Liquid Alum , 48% (bulk tanker)	\$ _____
Up to 266 Tons	Chlorine (one ton containers)	\$ _____
Up to 46 Tons	Anhydrous Ammonia (bulk)	\$ _____
Up to 825 Tons	Sodium Hydroxide Solution , 50% (bulk tanker)	\$ _____
Up to 204 Tons	Hydrofluosilicic acid , 24% (bulk tanker)	\$ _____
Up to 3 Tons	Potassium Permanganate , Free-Flowing Grade (supplied in 5 gallon pails, ordered in ton quantities)	\$ _____
Up to 25 Tons	Tons Cationic Polymer Solution coagulant grade Poly (Diallyldimethyl-ammonium Chloride) (poly DADMAC) equal to Neo Solutions NS 3150P®.	\$ _____
		<u>Cost per Gallon</u>
Up to 44,500 Gals	Sodium Hypochlorite 12.5 % (2,800 gal)	\$ _____
Short Load	Sodium Hypochlorite 12.5 % (1,000 gal)	\$ _____
Short Load	Sodium Hypochlorite 12.5 % (500-700 gal)	\$ _____

Note: All values are dollars per ton. Prices do not include any applicable sales tax. Upon receipt, order will be delivered within _____ working days.

Company Name: _____
 Address: _____
 Prepared By: _____ Title: _____
 Signature: _____ Printed: _____
 Telephone: _____ Fax: _____

NOTE: Failure to submit this Bid Worksheet will result in rejection of the bid

ATTACHMENT B

Bid No. WTC052015, Due May 19, 2015 at 2:00 p.m.

Return with bid.

Specification Deviation Form

If no deviation state "no deviation" on form

<u>Specified material</u>	<u>Substitute material</u>	<u>Substitution Basis</u>
1. _____	_____	_____
2. _____	_____	_____
_____	_____	_____

Additional charges:

If no additional charges state "no additional charges" on form

<u>Chemical</u>	<u>charge basis (per ton or...)</u>	
_____	_____	_____
_____	_____	_____
_____	_____	_____

If more space than this sheet is needed, make copies of this page and fill out with the additional information.

Company Name: _____
Address: _____
Prepared By: _____ Title: _____
Signature: _____ Printed: _____
Telephone: _____ Fax: _____

NOTE: Failure to submit this Bid Worksheet will result in rejection of the bid

ATTACHMENT B

Bids opened - May 19, 2015 @ 2:00 pm by City of Pittsburgh											WTC 052014
COMPANY	Liquid Alum	Anhydrous Ammonia	Sodium Hydroxide (Caustic)	Chlorine	Fluoride	Potassium Permanganate	Sodium Hypochlorite	Sodium Hypochlorite	Sodium Hypochlorite	Polymer	
	Up to 2300 Tons \$/ton	Up to 46 Tons \$/ton	Up to 825 Tons \$/ton	Up to 266 Tons \$/ton	Up to 204 Tons \$/ton	Up to 3 Tons \$/ton	up to 44,500 Gal > 2,800 gal - \$/Gal	1,000 gal - \$/Gal	500-700 gal - \$/Gal	up to 25 tons \$/ton	
<i>Bid Quantity - Total</i>											
Airgas Specialty Products Inc (1)		\$1,790.00									
BHS Specialty Chemical Products (FI = 23%) (2)					\$419.35						
Brenntag Pacific			\$480.16			\$4,339.00	no bid	\$0.88	\$0.88		
Chemtrade Chemicals	\$219.49										
Coyne Chemical Co., Inc											
Hasa Inc											
Hills Brothers		\$1,800.00									
KubWater Resources, Inc.										\$1260/ton (\$0.63 lbs)	
Mosiac (3)					\$442.00						
Nalco Chemical										\$31,500.00	
Neo Solutions, Inc.										\$1,089.49	
Northstar Chemical								\$1.1200	\$1.4500		
Olin ChlorAlkali (Plus tax if any; \$75 hr after 2 free hours unloading)			\$530/dry ton \$265/wet ton				\$0.9900	\$1.1200	\$1.4500		
Pencoco, Inc.			\$474.90				\$0.6780	no bid	no bid		
Sierra Chemical (Plus 2.1% Mill Tax for Chlorine)				\$595.00							
Thatcher Co. (4)	\$265.77					\$4,320.00	\$0.6650	\$1.150	\$1.220		
SNF Polydyne Inc											
Univar USA (5)			\$402.29				\$0.916	\$0.916	\$0.916		