LIVERMORE
CALIFORNIA

CITY COUNCIL

AGENDA
MONDAY, JULY 13, 2026

REGULAR HYBRID MEETING – 7:00 PM

MEETING PARTICIPATION INFORMATION CAN BE FOUND AT THE END OF THE AGENDA

IN PERSON INFORMATION
CIVIC CENTER MEETING HALL
DR. JOHN SHIRLEY COUNCIL CHAMBER
1016 S. LIVERMORE AVENUE

TELECONFERENCE INFORMATION
ZOOM WEBINAR:
ATTENTION: Zoom update requirements found at the end of the agenda
https://us02web.zoom.us/j/83290724705
Zoom dial in phone number:
1 669 900 6833
Meeting ID: 832 9072 4705

CITY OF LIVERMORE YOUTUBE CHANNEL:
https://www.youtube.com/c/CityofLivermoreCalifornia

TV29:
Comcast TV Channel 29
tv29live.org

John P Marchand, Mayor
Kristie Wang, Vice Mayor
Ben Barrientos, Council Member
Evan Branning, Council Member
Steven Dunbar, Council Member

HOW TO PARTICIPATE IN A CITY COUNCIL MEETING

Council meetings are **hybrid** - the public may join **in person** or **remotely** (Zoom or telephone). Meetings may also be viewed without commenting on the City's YouTube channel and TV29 (Comcast Channel 29). For detailed instructions, please view the attachment.

Attachments:

How to Participate in a City Council Meeting

1. CLOSED SESSION - NONE

- Roll Call
- Opportunity for the Public to Address City Council Regarding Closed Session Items
- Adjourn to Closed Session

Note: This Closed Session may be continued to the end of the Regular Meeting.

2. CALL TO ORDER

ROLL CALL

Council Member Ben Barrientos
Council Member Evan Branning
Council Member Steven Dunbar
Vice Mayor Kristie Wang
Mayor John Marchand

PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND PRESENTATIONS - NONE

4. ADVISORY BODY APPOINTMENTS - NONE

5. OPEN FORUM

- In conformance with the Brown Act, no City Council action can occur on items presented during Open Forum.

6. CONSENT CALENDAR

Consent Calendar items are considered routine and are acted upon by the City Council with a single action.

6.1 Approval of draft minutes - April 27, 2026 Regular Meeting.

Recommendation:
Staff recommends the City Council approve the draft minutes.
Staff Report
Attachments:
DRAFT 2026-04-27

6.2 Introduction of an omnibus ordinance making administrative, technical, and other non-substantive changes to various sections of the Livermore Municipal Code.

Recommendation:
Staff recommends the City Council **introduce an omnibus ordinance** and waive the first reading amending various sections of the Livermore Municipal Code to make administrative, technical, and other non-substantive amendments.
Staff Report
Attachments:
1. Ordinance

6.3 Resolution authorizing the acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion (Sewer Replacement Project WW202003)

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the acceptance for permanent maintenance, release of the security bonds, and authorizing the City Manager to sign the Notice of Completion for the Sewer Replacement Project WW202003.
Staff Report
Attachments:
1. Location Map
2. Resolution
3. Exhibit A - Notice of Completion

6.4 Resolution authorizing the acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion (Street Lighting Project TC201923)

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the acceptance for permanent maintenance, releasing the security bonds, and authorizing the City Manager to sign the Notice of Completion for the Street Lighting Project TC201923.
Staff Report
Attachments:
1. Location Map
2. Resolution
3. Exhibit A - Notice of Completion

6.5 Resolution authorizing execution of a second amendment to the agreement with TJKM Transportation Consultants, for on-call transportation planning and traffic engineering services, increasing the not-to-exceed amount from $200,000 to $700,000 and extending the termination date from June 30, 2030, to June 30, 2031.

Recommendation:
Staff recommends City Council adopt a resolution authorizing the City Manager to execute a second amendment to the agreement with TJKM Transportation Consultants, for on-call transportation planning and traffic engineering services, increasing the not-to-exceed contract amount from $200,000 to $700,000 and extending the termination date from June 30, 2030, to June 30, 2031.
Staff Report
Attachments:

1. Resolution
2. Exhibit A - Second Amendment with TJKM

6.6 Resolution authorizing the execution of a second amendment to the professional services agreement with RRM Design Group for on-call landscape design and field support services, increasing the not-to-exceed contract amount from $200,000 to $400,000.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a second amendment to the professional services agreement with RRM Design Group for additional on-call landscape design and field support services, increasing the not-to-exceed agreement amount from $200,000 to $400,000.
Staff Report
Attachments:
1. Resolution
2. Exhibit A - Second Amendment to RRM On-Call Original Agreement

6.7 Resolution authorizing execution of agreements with BSK Associates, in an amount not-to-exceed $1,000,000, Twining, Inc., in an amount not-to-exceed $800,000, and with Consolidated Engineering Laboratories, in an amount not-to-exceed $600,000 to provide on-call professional geotechnical engineering, materials testing, special inspections, and construction inspection and administration services with terms ending December 31, 2031.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute agreements with BSK Associates, in an amount not-to-exceed $1,000,000, Twining, Inc., in an amount not-to-exceed $800,000, and with Consolidated Engineering Laboratories, in an amount not-to-exceed $600,000 to provide on-call professional geotechnical engineering, materials testing, special inspections, and construction inspection and administration services with terms ending December 31, 2031.
Staff Report
Attachments:
1. Resolution
2. Exhibit A - BSK Associates Agreement
3. Exhibit B - Twining Inc. Agreement
4. Exhibit C - Consolidated Engineering Laboratories Agreement

6.8 A resolution approving a 30-year potable water supply agreement between the City of Livermore and Zone 7 Water Agency.

Recommendation:
Staff recommends that the City Council adopt a resolution authorizing a 30-year Potable Water Supply Agreement with Zone 7 Water Agency for the continued wholesale supply of potable water to the City of Livermore.
Staff Report
Attachments:
1. Resolution
2. Exhibit A - Zone 7 Agreement

6.9 Approval of minor revisions to the City Council Meeting Rules of Procedure to clarify the process for in-person remote speakers during Open Forum consistent with the City Council meeting agenda instructions and the City's website.

Recommendation:
Staff recommend City Council approve the minor revisions to the City Council Meeting Rules of Procedure to clarify the process for in-person and remote speakers during Open Forum consistent with the City Council meeting agenda instructions and the City's website.
Staff Report
Attachments:
1. Redlined City Council Meeting Rules of Procedure
2. Resolution - Updated Rules of Procedure
3. Exhibit A - Rules of Procedure

6.10 Approval of the City Council 2027 Meeting Calendar.

Recommendation:
Staff recommends the City Council approve the 2027 Meeting Calendar. Staff is prepared to make adjustments if a Council Member identifies a scheduling or holiday conflict to ensure all members of the Council can participate in meetings.

Staff Report

7. PUBLIC HEARINGS

7.1 Authorization to negotiate a Development Agreement with Gillig to facilitate campus expansion.

Recommendation:
Staff recommends that the City Council adopt a resolution authorizing staff to negotiate a Development Agreement with Gillig for the general subject areas identified in this report.
Staff Report
Attachments:
1. Campus Expansion Concept Plan
2. Proposed Road Closure Segment
3. Preliminary Traffic Study
4. Resolution

8. MATTERS FOR CONSIDERATION

8.1 Resolution approving the Executive Management, Management Confidential, and Confidential Compensation Plan effective July 1, 2025.

Recommendation:
Staff recommends that the City Council adopt a resolution approving the Executive Management, Management Confidential, and Confidential Compensation Plan effective July 1, 2025.
Staff Report

Attachments:
1. Resolution
2. EXHIBIT A - Executive Management, Management Confidential, and Confidential Compensation Plan

9. OPEN FORUM (AS NEEDED)

10. COUNCIL COMMITTEE REPORTS AND MATTERS INITIATED BY CITY MANAGER, CITY ATTORNEY, AND COUNCIL MEMBERS

11. ADJOURNMENT

To a Regular City Council meeting on Monday, July 27, 2026 at 7:00 pm, Civic Center Meeting Hall, Dr. John Shirley Council Chamber, 1016 S. Livermore Avenue and virtually using Zoom.

12. SUPPLEMENTAL MATERIALS

12.1 Supplemental materials received prior to the meeting.

Staff Report
Attachments:
1. Supplemental Materials

How to Participate in a City Council Meeting

GENERAL RULES

Council meetings are **hybrid** — the public may join **in person** or **remotely** (Zoom or telephone). Meetings may also be viewed without commenting on the City's YouTube channel and TV29 (Comcast Channel 29).

Agenda availability	Agenda & staff reports posted 72+ hrs before regular meetings at LivermoreCA.gov/agenda; also available at the Civic Center Library and City Clerk's Office.
Non-agenda items	State law prohibits the City Council from taking action on any items not listed on the agenda.
Speaker Limits	Up to **3 minutes per item** (Presiding Officer may reduce time if needed). **One comment per item per speaker.**
Accessibility	In compliance with the Americans with Disability Act and Section 504 of the Rehabilitation Act of 1973, the City does not discriminate on the basis of disability. To request an accommodation, contact the ADA coordinator at least 3 business days prior to the meeting at ADACoordinator@LivermoreCA.gov or (925) 960-4170 (voice) / (925) 960-4104 (TDD).
Translation	Public may post their own agenda translation at City Hall, 1052 S. Livermore Ave. Members of the public wishing to receive translation or interpretation services from a third party during a meeting, please contact CityClerk@LivermoreCA.gov or visit the City's webpage at LivermoreCA.gov/agenda.

PUBLIC COMMENT

Public comment may be offered during **Open Forum** (any matter within the City's subject matter jurisdiction), **Consent Calendar**, **Public Hearings**, and **Matters for Consideration**.

For **Open Forum,** in-person speakers will have the opportunity to address the City Council for up to 30 minutes. Additional in-person speakers or any speakers participating remotely will have the opportunity to address the City Council at the end of the meeting.

For **Consent Calendar, Public Hearings, and Matters for Consideration**, in-person speakers will be called upon first, followed by speakers participating remotely.

In Person	Remotely by Zoom	Remotely by Telephone
• Complete a speaker card (available in the Civic Center Meeting Hall lobby) • Write the agenda item number & submit to the City Clerk before that item's comment period closes (cannot submit on behalf of another speaker) • When the Clerk calls your name, approach the podium and speak into the microphone	• Join via the Zoom link, Meeting ID, and dial-in number on the agenda cover page • When your item begins, use the "raise hand" feature • Wait to be called on, then unmute and speak • Use an updated Zoom app — outdated versions may block commenting (zoom.us/download)	• Call the Zoom dial-in number on the agenda and enter the Meeting ID • When your item begins, press *9 to raise your virtual hand • Wait to be called on; press *6 to unmute and speak when recognized

Written Public Comment Submitted Before the Meeting

Written comments submitted before the meeting are provided to the Council and made available to the public in advance. *These comments are not read aloud into the record.*

By Email	Send to CityClerk@LivermoreCA.gov. Must be received by **12:00 p.m. (noon) on the day of the meeting** to be provided to City Council and posted on the City's website prior to the meeting.
By eComment	Submit online via the eComment link on the City Council Meeting Calendar & Agendas page. Comments may be up to **1,000 characters**; accepted until **4:00 p.m. on the day of the meeting**. Viewable by Council and the public immediately upon submittal.
Materials to Distribute at Meeting	In person: bring **8 copies** to the City Clerk with your speaker card. By Zoom: identify the material in your comment and email it to the City Clerk at CityClerk@LivermoreCA.gov by the end of the meeting.

WRITTEN COMMENT SUBMITTED AFTER THE AGENDA IS POSTED (SUPPLEMENTAL MATERIAL)

- Supplemental material distributed to the City Council after the posting of the agenda will be available for public review at the City Clerk's Office, 1052 S. Livermore Avenue, Livermore and included in the agenda packet on the City's website at LivermoreCA.gov/agenda.
- Comments received after the email (noon) or eComment (4:00 p.m.) deadlines on meeting day are treated as supplemental material and, if received before the meeting concludes, are provided to the City Council after the meeting.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.1**

DATE: July 13, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Approval of draft minutes - April 27, 2026 Regular Meeting.

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

SUMMARY

DISCUSSION

ATTACHMENTS

DRAFT 2026-04-27

Prepared by: Helena Graves
Acting City Clerk

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

DRAFT MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
APRIL 27, 2026

CLOSED SESSION

CALL TO ORDER – The Closed Session of the City Council was called to order by Mayor John Marchand at 6:40 pm, held in person at 1016 S. Livermore Avenue.

ROLL CALL – Present: Mayor John Marchand, Vice Mayor Kristie Wang, Council Members Ben Barrientos (arrived at 6:48 pm), Evan Branning, and Steven Dunbar.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE CITY COUNCIL REGARDING CLOSED SESSION ITEMS.

Mayor Marchand opened the public comment period.

There were no speakers, the public comment period was closed.

1. ADJOURN TO CLOSED SESSION

1.1 Conference with Real Property Negotiators. To meet with Andy Ross, Principal Planner, and Kam Purewal, Associate Planner, the City's negotiators pursuant to Government Code Section 54956.8 regarding the sale and purchase of real property at Assessor Parcel Nos. 099B630000301, 099A178500114, 099B565000104, 099B630000302, 099B630000303, 099B650000201, 099A178000105, and 099B642500204. The City's negotiators may negotiate with Matthew Ford, Esq. On behalf of the Corbett Family Trust and the Corbett Family Limited Partnership. The instructions will concern price and terms of payment.

REGULAR MEETING

2. CALL TO ORDER – The meeting of the City Council was called to order by Mayor John Marchand at 7:00 pm, held in person at 1016 S. Livermore Avenue.

ROLL CALL – Present: Mayor John Marchand, Vice Mayor Evan Branning, Council Members, Ben Barrientos, Steven Dunbar, and Kristie Wang.

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

City Attorney Kim Cilley stated there was no reportable action.

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Proclamation recognizing California Water Service Group's Centennial Celebration presented to John Freeman and Robert Seeley.

Mayor Marchand presented a proclamation to John Freeman, Livermore District Manager, and Robert Seeley, Regional Public Affairs Program Manager, recognizing California Water Service Group's Centennial Celebration.

3.2 Proclamation declaring May as Livermore Valley Wine Month presented to the Executive Director of the Livermore Valley Wine Foundation Brandi Lombardi.

Mayor Marchand presented a proclamation to Brandi Lombardi, Executive Director of the Livermore Valley Wine Foundation, declaring May as Livermore Wine Month.

4. ADVISORY BODY APPOINTMENTS

4.1 Confirm Advisory Body appointments to the Historic Preservation Commission, Library Board of Trustees, and the Livermore Housing Authority Board of Commissioners, and direct the City Clerk to administer the oath of office.

Mayor Marchand opened the public comment period.

There were no speakers, the public comment period was closed.

Historic Preservation Commission 1 Vacancy
Reappointment to a regular term ending May 1, 2030
- Richard Hanan

Library Board of Trustees 2 Vacancies
Appointment to a regular term ending June 1, 2029
- Erin Roslund

Re-appointment to a regular term ending June 1, 2029
- Nancy Olavarrieta

Livermore Housing Authority 1 Vacancy
Appointment to an unexpired term ending January 1, 2027 and a possible regular term ending January 1, 2031, subject to City Council approval.
- Dan Knight

ON THE MOTION OF COUNCIL MEMBER DUNBAR, SECONDED BY VICE MAYOR WANG, AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED THE ADVISORY BODY APPOINTMENTS.

ON THE MOTION OF COUNCIL MEMBER DUNBAR, SECONDED BY VICE MAYOR WANG, AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED THE ADVISORY BODY APPOINTMENTS.

5. OPEN FORUM

Mayor Marchand opened the public comment period.

Cy Matin provided a comment.

Joey Griffiths provided a comment.

Alan Marling provided a comment.

Joe Lee provided a comment.

There were no more speakers, and the public comment period was closed.

6. CONSENT CALENDAR

Mayor Marchand opened the public comment period.

There were no speakers, and the public comment period was closed.

ON THE MOTION OF COUNCIL MEMBER BRANNING, SECONDED BY COUNCIL MEMBER DUNBAR AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED THE CONSENT CALENDAR.

6.1 Adopt Ordinance 2026-2184 amending Section 2.04.030 Compensation Limits for the Mayor and City Council Members of the Livermore Municipal Code to adjust the monthly compensation for the Mayor and City Council Members consistent with Measure W.

6.2 Resolution 2026-050 awarding a construction contract with Bockman & Woody Electric Company, Inc. in an amount not-to-exceed $2,234,030, for WRP SCADA Server & Network Upgrade Project WW202129.

6.3 Resolution 2026-051 authorizing the execution of a First Amendment to Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants between the City of Livermore and Pac Avenue, L.P.

6.4 Resolution 2026-052 adopting an updated policy for distribution of Tickets, Passes, and Gifts.

6.5 Resolution 2026-053 authorizing the execution of an agreement with RingCentral, Inc. for unified communications services (RingEX) for a five-year term, in an amount not-to-exceed $750,000.

6.6 Resolution 2026-054 authorizing the City Manager to sign the second amendment to the Emergency Medical Services First Responder Advanced Life Support (FRALS) Agreement between the City and the County of Alameda.

6.7 Resolution 2026-055 authorizing the City Manager to execute a Contract Change Order for the Livermore-Pleasanton Fire Department Joint Powers Authority with L.N. Curtis & Sons for an amount not-to-exceed $600,000.

7. PUBLIC HEARINGS

7.1 Hearing to receive and consider protests and direct staff to proceed with fieldwork on the abatement of weeds, rubbish, dirt, or refuse on specific described properties under the 2026 Weed Abatement Program.

Recommendation: Staff recommended the City Council consider all protests, and if the City Council finds it appropriate, adopt a resolution overruling protests, and direct staff to proceed with necessary weed abatement on all parcels requiring abatement.

Deputy Chief Fire Marshal Ryan Rucker presented the staff report.

Mayor Marchand opened the public comment period.

There were no speakers, and the public hearing was closed.

ON THE MOTION OF COUNCIL MEMBER BARRIENTOS SECONDED BY COUNCIL MEMBER BRANNING AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2026-056 overruling protests and ordering the abatement of weeds, rubbish, dirt, or refuse on certain described properties under the 2026 Weed Abatement Program.

7.2 Public Hearing to receive information regarding the City's job vacancies, recruitment, and retention efforts in accordance with Assembly Bill 2561, as required by Government Code section 3502.3

Recommendation: Staff recommended that the City Council receive the presentation only for information purposes during the public hearing at which staff will report on the City's job vacancies, recruitment, and retention efforts as required by AB 2561.

Human Resources Manager Kristen Hilton presented the staff report.

Mayor Marchand opened the public hearing.

There were no speakers, and the public hearing was closed.

The City Council received the presentation for information purposes. No other action was required or taken.

8. MATTERS FOR CONSIDERATION

8.1 Public comment on the renewal of the Livermore Valley Wine Heritage District.

Recommendation: Staff recommended that the City Council receive public comment regarding the proposed renewal of the Livermore Valley Wine Heritage District. No City Council action was required.

Management Analyst II Theresa de la Vega presented the staff report.

Mayor Marchand opened the public hearing.

Brandi Lombardi provided a comment.

There were no more speakers, and the public hearing was closed.

No action was required or taken.

8.2 Resolution approving an amendment to the City Attorney's contract.

Recommendation: Staff recommended that the City Council adopt a resolution approving an amendment to the City Attorney's employment contract.

Administrative Services Director Tina Olson presented the staff report.

Mayor Marchand opened the public comment period.

There were no speakers, and the public comment period was closed.

ON THE MOTION OF COUNCIL MEMBER DUNBAR, SECONDED BY COUNCIL MEMBER BRANNING AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2026-057 approving the amendment to the City Attorney's employment contract.

9. COUNCIL COMMITTEE REPORTS AND MATTERS INITIATED BY CITY MANAGER, CITY ATTORNEY, STAFF AND COUNCIL MEMBERS

THE MAYOR AND CITY COUNCIL MEMBERS PROVIDED A SUMMARY OF RECENTLY ATTENDED EVENTS AND MEETINGS IN ADDITION TO THE INFORMATION PROVIDED IN THE SUPPLEMENTAL PACKET. COUNCIL

MEMBERS WHO DID NOT PROVIDE A SUMMARY IN THE SUPPLEMENTAL PACKET ARE INCLUDED BELOW.

Raise the Pride Flag (June) and the POW-MIA Flag (November) Council Member Branning initiated a future matter for discussion to raise both flags in perpetuity during respective months unless the action is undone by Council.

Tri-Valley Haven Wings of Hope Gala Council Member Barrientos noted his attendance at the event on April 17, 2026.

10. ADJOURNMENT – at 8:02 pm to a Regular City Council Meeting on Monday, May 11, 2026 at 7:00 pm, Civic Center Meeting Hall, City Council Chamber, 1016 S. Livermore Avenue.

APPROVED: _____
JOHN P. MARCHAND, MAYOR

ATTEST: _____
HELENA L. GRAVES, ACTING CITY CLERK

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.2**

DATE: July 13, 2026

TO: Honorable Mayor and City Council

FROM: Kimberly Cilley, City Attorney

SUBJECT: Introduction of an omnibus ordinance making administrative, technical, and other non-substantive changes to various sections of the Livermore Municipal Code.

RECOMMENDED ACTION

Staff recommends the City Council **introduce an omnibus ordinance** and waive the first reading amending various sections of the Livermore Municipal Code to make administrative, technical, and other non-substantive amendments.

SUMMARY

The proposed omnibus ordinance will make several minor changes to the Livermore Municipal Code. Generally, these changes correct grammatical errors, clarify language, conform the codes to current state law, conform codes to administrative practices and facts, and make other administrative, technical, and non-substantive amendments. Additionally, the omnibus ordinance provides an opportunity to update and clarify the Livermore Municipal Code to reflect current practices.

DISCUSSION

An omnibus ordinance is a consolidation of changes on one substantive matter, or as in this case, a consolidation of changes on several minor matters. These items are compiled by staff and combined into one ordinance for the sake of convenience and efficiency. Rather than adopting several ordinances to cover each individual section change to the code, an omnibus allows for the adoption of a single ordinance to make several changes to different sections. An omnibus is advantageous when considering matters that do not ordinarily require lengthy deliberations or are non-substantive. The City annually considers an omnibus ordinance in order to keep the Livermore Municipal Code up to date, accurate, and reflective of City practices. This omnibus ordinance is a consolidation of changes spanning multiple chapters and sections of the Municipal Code, as described in the accompanying ordinance.

Brief explanations of the recommended changes.

The proposed amendments are as follows:

Municipal Code

Section 2.06.010 - Grammatical and address corrections

Chapter 2.08 - Grammatical correction and clarifying corrections to replace gender specific references and to be consistent with City practice and the delegation of authority under state law

Section 2.28.020 - Change to reflect City practice

Section 2.68.140 - Change to reflect City practice

Section 2.72.070 - Change to reflect change in organization structure

Chapter 5.50 - Clarifying corrections consistent with federal law

Section 11.08.070 - Change to reflect City policy and practice

Section 15.14.160 - Typographical corrections[1]

ENVIRONMENTAL DETERMINATION

The passage of this ordinance is not a project according to the definition of the California Environmental Quality Act (CEQA) and, therefore, is not subject to the provisions requiring environmental review.

FISCAL AND ADMINISTRATIVE IMPACTS

None

COMMUNITY PILLAR

5. City That Works.

GOAL

15: Uphold the integrity of Livermore's Municipal Code

[1]At the time of adoption, Ordinance 2181 had two typographical errors which were corrected unilaterally by the City's code publishing service at codification. This omnibus ordinance corrects the two typographical errors in Ordinance 2181, consistent with Section 15.14.160 as codified.

ATTACHMENTS

1. Ordinance

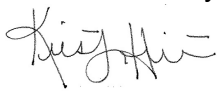
Prepared by: Daniel Gonzales
Deputy City Attorney

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Kristen Hilton
Acting Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN OMNIBUS ORDINANCE AMENDING THE LIVERMORE MUNICIPAL CODE TO CORRECT GRAMMATICAL ERRORS, CLARIFY LANGUAGE, CONFORM CODES TO ADMINISTRATIVE PRACTICES AND FACTS, AND TO MAKE OTHER ADMINISTRATIVE, TECHNICAL, AND NON-SUBSTANTIVE AMENDMENTS

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

Section 1. *Purpose.* This omnibus ordinance amending the Livermore municipal code to correct grammatical errors, clarify language, conform codes to administrative practices and facts, and to make other administrative, technical, and non-substantive amendments.

Section 2. *Instruction to Publisher.* The code amendments made by this ordinance are reflected as follows: Deletions are reflected in this ordinance using a strikethrough, and new language is underlined. However, language with a strikethrough, and the underlines, will not be codified. The codification of this ordinance will only reflect the final language.

Section 3. *Amendment – Municipal Code.* The Livermore Municipal Code is hereby amended as follows:

A. Section 2.06.010 *Regular meetings – When and where held* is hereby amended to read as follows to correct the location of council meetings and make a grammatical change:

> "All regular meetings of the City Council shall be held on the second and fourth Mondays of every month in the City Council ~~c~~Chambers~~s~~ located at ~~3575 Pacific Avenue~~ 1016 S. Livermore Avenue, Livermore, California."

B. The following sections in Chapter 2.08 *City Manager* are amended as follows to replace gender specific references from "he" to "her" or "City Manager" and to clarify City Manager contract signing authority consistent with state law and City practice:

2.08.010 "The office of City Manager is created and established. The City Manager shall be appointed by the City Council wholly on the basis of his or her administrative and executive ability and qualifications, and shall hold office for and during the pleasure of the City Council."

2.08.060 "The City Manager shall be the administrative head of the government of the City, under the direction and control of the City Council, except as otherwise provided in this code. ~~He~~ The City Manager shall be responsible for the efficient administration of all the affairs of the City which are under his

or her control. In addition to ~~his~~ the City Manager's general powers as administrative head, and not as a limitation thereon, it shall be his or her duty and he or she shall have the power:

A. Enforcement of Laws. To enforce all laws and ordinances of the City, and to see that all franchises, contracts, permits and privileges granted by the City Council are faithfully observed;

B. Authority Over Employees. To control, order and give directions to all heads of departments and to subordinate officers and employees of the City under his or her jurisdiction, except the City Attorney and city treasurer, through their department heads;

C. Appointment and Removal of Officers and Employees. To appoint and, when necessary for the good of the service, remove any employee of the City, except the City Attorney, the City Attorney's staff and the city treasurer;

D. Reorganization of Offices. To recommend to the City Council such reorganization of offices, positions, departments or units under his or her direction, as may be indicated in the interest of efficient, effective and economical conduct of the City's business;

E. Recommend Ordinances. To recommend to the City Council for adoption such measures and ordinances as he or she deems necessary or expedient;

F. Attendance at Council Meetings. To attend all meetings of the City Council unless excused therefrom, except when his or her removal is under consideration;

G. Financial Reports. To keep the City Council at all times fully advised as to the financial conditions and needs of the City;

H. Preparation of Budget. To prepare and submit the proposed annual budget and the proposed annual salary plan to the City Council for its approval;

I. Purchase of Supplies. To purchase all supplies for all of the departments or divisions of the City. No expenditures shall be submitted or recommended to the City Council except on report and approval of the City Manager;

J. Investigation of City Affairs. To make investigations into the affairs of the City and any department or division thereof, and

any contract, or the proper performance of any obligations of the City;

K. Investigate Complaints Concerning Public Utilities, Franchises. To investigate all complaints in relation to matters concerning the administration of the City government, and in regard to the service maintained by public utilities in the City, and to see that all franchises and permits granted by the City are faithfully performed and observed;

L. Supervision of Public Buildings and Parks. To exercise general supervision over all public buildings, public parks, and all other public property which is under the control and jurisdiction of the City Council;

M. Hours of Employment. To devote his or her entire time to the duties of his or her office in the interests of the City;

N. Execute Specified Documents. To execute any document specified in Government Code Section 40602 whenever the City Council has delegated such authority by resolution, motion, minute order, or other appropriate council action. The authority granted by this section is in addition to and not a limitation on authority granted by other provisions of this code and City ordinances.

~~N~~ O. Additional Duties. To perform such other duties and exercise such other powers as may be delegated to him or her from time to time by ordinance or resolution or other action of the City Council.

C. Subsection 6 of Subsection H of Section 2.28.020 *Powers and duties* is hereby amended to read as follows to clarify duties of the administrative services department consistent with City practice:

> "Prescribe and maintain forms and systems necessary to the operation of Chapter 2.68 LMC and other rules and regulations; and"

D. Subsection C of Section 2.68.140 *Purchasing oversight* is hereby amended to read as follows to clarify duties of the Administrative Services Director consistent with City practice:

> "C. Prescribing and maintaining such forms and systems as are reasonably necessary to the operation of this chapter and the purchasing policy;"

E. Section 2.72.070 *Leasing of city property at the airport* is hereby amended to read as follows to reflect the change in organization structure moving airport from public works to innovation & economic development by updating which division director is authorized to enter into specific leases at the airport:

"The ~~Public Works~~ Innovation & Economic Development Director is authorized to enter into and sign month-to-month aircraft tie-down and hangar lease agreements and five-year medium-term lease agreements with one five-year option for large hangars for and on behalf of the City, without prior approval of the City Council. The authority contained in this section may be delegated by the ~~Public Works~~ Innovation & Economic Development Director to the airport manager."

F. The following sections in Chapter 5.50 *Tobacco Retail Licensing* are amended as follows to align language used with the language used by the United States Food and Drug Administration:

5.50.020 **I**. "**"New FDA ~~approved~~ authorized tobacco product"** means a new tobacco product as defined in 21 U.S.C. Section 387j(a)(1) of the Family Smoking Prevention and Tobacco Control Act of 2009 when that product requires premarket review by the United States Food and Drug Administration and that product has obtained a premarket review order under 21 U.S.C. Section 387j(c)(1)(A)(i), as those statutes may be amended from time to time."

5.50.100 "C. The sale, offer for sale, exchange, or offer to exchange of any electronic smoking device fluid is prohibited, except where the electronic smoking device fluid is an FDA ~~approved~~ authorized tobacco product that is not otherwise prohibited by this chapter as a flavored tobacco product."

G. Subsection B of Section 11.08.070 *Hangars* is hereby amended to read as follows to align with the City's payment processing technology policy, as updated from time to time:

"Hangar rent payments will only be accepted from the tenant whose name appears on the hangar lease agreement and shall be made by cash, check, cashier's check, ~~or~~ money order, credit card, digital wallet, or other form of payment deemed acceptable by the Administrative Services Director."

H. Section 15.14.160 *CRC Section R403.1.3 amended – Footing and steam wall reinforcing in Seismic Design Categories D0, D1, D2* is amended to read as follows to correct typographical errors:

"R403.1.3 Seismic Reinforcing. Concrete footings located in Seismic Design Categories D0, ~~0~~D1 and ~~0~~D2, as established in Table R301.2, shall have minimum reinforcement of at least two continuous longitudinal reinforcing bars not smaller than No. 4 bars. Bottom reinforcement shall be located a minimum of 3 inches (76 mm) clear from the bottom of the footing.

In Seismic Design Categories D0, D1 and D2 where a grouted masonry stem wall is supported on a concrete footing and stem wall, a minimum of

one No. 4 bar shall be installed at not more than 4 feet (1219 mm) on center. The vertical bar shall extend to 3 inches (76 mm) clear of the bottom of the footing and have a standard hook.

In Seismic Design Categories D0, D1 and D2 masonry stem walls without solid grout and vertical reinforcing are not permitted."

Section 5. *Environmental.* The passage of this ordinance is not a project according to the definition in the California Environmental Quality Act and, therefore, is not subject to the provisions requiring environmental review.

Section 6. *Severability*. If any part of this ordinance is declared invalid by a court, such invalidity shall not affect any of the remaining parts.

Section 7. *Publication.* This ordinance shall be published once in a newspaper of general circulation of the city of Livermore within fifteen days after its adoption.

Section 8. *Effective date.* This Ordinance shall take effect 30 days after its adoption.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on July 13, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

The ordinance was adopted at the regular meeting of the City Council held on _____, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor, City of Livermore

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Daniel R. Gonzales
Daniel R. Gonzales
Deputy City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.3**

DATE: July 13, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion (Sewer Replacement Project WW202003)

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the acceptance for permanent maintenance, release of the security bonds, and authorizing the City Manager to sign the Notice of Completion for the Sewer Replacement Project WW202003.

SUMMARY

On July 14, 2025, City Council awarded a construction contractor for the Sewer Replacement Project WW202003 to DPI Inc. The contract was substantially completed on May 13, 2026, and reached final completion on June 10, 2026. The contract can now be accepted for permanent maintenance. The process to release the contractor's bonds can begin.

DISCUSSION

The Sewer Replacement Project WW202003 (Project) reduced the potential for sewer overflows by repairing deteriorated sanitary sewer lines and maintenance holes. This work was primarily along Holmes Street and First Street between Stanley Boulevard and Aaron Street, as shown on the Location Map (Attachment 1). As part of the Project, approximately 3,900 linear feet of existing sewer pipe were upsized and replaced to accommodate increased flows anticipated from future development identified in the General Plan. In addition, existing maintenance holes were replaced where necessary, and the remaining maintenance holes were coated to extend their service life. Affected roadways were repaired through micro-surfacing and mill and overlay treatments to restore their appearance and condition following construction. These improvements included restriping and the addition of new bike lanes throughout the Project area as part of the Livermore Active Transportation Plan (ATP). Affected sidewalks, curb ramps, medians, and landscaping were also restored following construction. Additionally, new vehicle detection cameras were installed at the signalized intersection of Holmes Street and First Street.

The Project was completed in accordance with the contract documents in a manner acceptable to the City Engineer.

At time of award, the contractor provided a faithful performance bond guaranteeing completion of the Project, and that bond must now be released. Six months after the date of the resolution accepting the Project, the labor and materials bond guaranteeing the improvements should be reduced to an amount equal to any claims filed and of which notice has been given. The balance of the bond will be released upon the settlement of all claims and obligations for which the security was given (there are no known claims at this time). The security for the guarantee and warranty of the work shall remain in effect for one year from the date of the resolution.

FISCAL AND ADMINISTRATIVE IMPACTS

The original construction contract amount was $4,798,723. The contingency budget for change orders is 10% of the amount or $200,000, whichever is greater, per Municipal Code 2.68.590B. The final contract amount including six (6) change orders was $5,278,565. The total value of change orders was $479,842 (9.99%), which consisted primarily of additional emergency sewer mainline replacement, additional paving & micro-surfacing, and additional striping to accommodate new bike lanes as part of the ATP. The Project is funded with CIP Reserves – Wastewater Replacement Fund 621, Wastewater Connection Fund 621, and County Measure BB – Local Streets and Roads Fund 830. The budget covers the cost for this construction contract, change orders, construction management, materials testing, inspection, and administration. No additional appropriations are required. The Sewer Replacement Project will not result in any increase in operational or maintenance costs.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

11: Operate and maintain municipal water systems that provide safe, efficient delivery of potable and recycled water, collect and treat wastewater, and comply with all federal, state, and local regulations

GUIDING DOCUMENT

5-Year Capital Improvement Plan Fiscal Years 2025-2030

ATTACHMENTS

1. Location Map
2. Resolution
3. Exhibit A - Notice of Completion

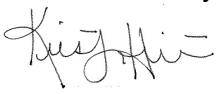
Prepared by: Dennis Aberion
Construction Inspection Manager

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Kristen Hilton
Acting Administrative Services Director

LIVERMORE CALIFORNIA

Sewer Replacement Project
WW202003

ATTACHMENT 1



0 0.03 0.05 0.1
mi

CITY OF LIVERMORE CALIFORNIA

Livermore Web Map

Date: 6/11/2026

Path: /Web Map

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE ACCEPTANCE FOR PERMANENT MAINTENANCE, RELEASE OF THE SECURITY BONDS, AND EXECUTION OF A NOTICE OF COMPLETION

(SEWER REPLACEMENT PROJECT WW202003)

The City Engineer of the City of Livermore ("City") has filed with the City Clerk a report in writing that all work on the Sewer Replacement Project WW202003 ("Project"), has been completed to City standards. The Project is ready for acceptance by the City of Livermore for routine maintenance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that:

1. The faithful performance bond guaranteeing the Project is hereby released;

2. The labor and materials bond guaranteeing the Project shall, six months after the date of this resolution, be reduced to an amount equal to the amount of all claims filed and of which notice has been given. The balance of the bond shall be released upon the settlement of all such claims and obligations for which the security was given;

3. The security for the guarantee and warranty of work shall remain in effect for one year from the date of this resolution. The contractor is required to reconstruct any deficiencies that occur and to repair or replace defective materials during the maintenance period;

4. The City hereby accepts the improvements; and

5. The City Manager is authorized to sign the Notice of Completion, a copy of which is attached hereto as Exhibit A and incorporated by this reference.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 13, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

Exhibit A – Notice of Completion

NOTICE OF COMPLETION

City's Project No. 2020-03 Date: July 14, 2026

Project: 2020 Annual Sewer Replacement Phase 1

Contractor: DPI, Inc.

Contract For Construction of: 2020 Annual Sewer Replacement Phase 1

Project or Specified Part Shall Include: All that work as set forth in the Bid Schedule(s) of the Bid Forms, as awarded by the City of Livermore pursuant to the Contract Documents for Public Works Project No. 2020-03.

Document located at: 1052 S. Livermore Ave., Livermore, CA 94550 Contract Date: July 14, 2025

The work performed under this contract was inspected by authorized representatives of the City, Contractor, and Engineer, and determined to be substantially complete on 5/13/26. The project reached Final Completion on 6/10/26 which is within the number of working days required per Section 5.2 of the contract. The City elects to accept the Project and will record the Notice of Completion.

ENGINEERING DIVISION
Engineer

By _____
Dennis Aberion, Const Insp Manager

The Contractor hereby accepts the above Notice of Completion

DPI, Inc.
Contractor

By _____
Anthony DeFreitas, Secretary

The City accepts the project or specified area of the project to have reached final completion and will assume full possession of the Project or specified area of the Project at 8:00 am, on 7/14/26. The responsibility for heat, utilities, security, and insurance under the Contract Documents will be assumed by the City after that date. Nature of interest of owner: Fee.

I certify (declare) under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Owner:
City of Livermore
1052 S. Livermore Ave.
Livermore, CA 94550

FOR THE CITY OF LIVERMORE

By _____
Marianna A. Burch, City Manager Date

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.4**

DATE: July 13, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion (Street Lighting Project TC201923)

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the acceptance for permanent maintenance, releasing the security bonds, and authorizing the City Manager to sign the Notice of Completion for the Street Lighting Project TC201923.

SUMMARY

On October 27, 2025, City Council awarded the contract for construction of the Street Lighting Project TC201923 to BuildCorp Inc. The project was substantially completed on April 9, 2026, and reached final completion on May 12, 2026. The contract can now be accepted for permanent maintenance. The process to release the contractor's bonds can begin.

DISCUSSION

The Street Lighting Project TC201923 consisted of improving street lighting in Livermore by installing new solar powered streetlights, replacing existing HPS streetlight heads with new Light Emitting Diode (LED) streetlight heads, and upgrading lighting at Carnegie Park. The installation of new solar and LED streetlights will reduce the City's long-term energy requirements. A total of 38 new solar powered streetlights were installed with this project. The installations include 28 along East Avenue and 10 within residential areas. City Council authorized sole sourcing Fonroche Lighting America solar lights, specifically for this project. In addition to the solar powered streetlights, 77 new LED lights were installed as replacement for the old LED lights on existing pole and arms along East Avenue to further improve visibility. This project also included lighting upgrades at Carnegie Park, located at 2155 Third Street. As part of the upgrade, 35 new bollard lights were installed along the walking paths of the park. There were 11 existing bollards that were upgraded and are inclusive of the 35 bollard lights.

The project was completed in accordance with the contract documents in a manner acceptable to the City Engineer.

At the time of award, the contractor provided a faithful performance bond guaranteeing completion of the project, and that bond must now be released. Six months after the date of the resolution accepting the project, the labor and materials bond guaranteeing the improvements should be reduced to an amount equal to any claims filed and of which notice has been given. The balance of the bond will be released upon the settlement of all claims and obligations for which the security was given (there are no known claims at this time). The security for the guarantee and warranty of the work shall remain in effect for one year from the date of the resolution.

FISCAL AND ADMINISTRATIVE IMPACTS

The original construction contract amount was $617,951. The final contract amount was $609,404. The total deduction of change orders was $8,547. This consisted of eliminating all tree trimming, as it was deemed unnecessary during construction. The Street Lighting Project No. 201923 is funded by State – SB1 (Fund 561). The budget covers the cost of this construction contract and all other project costs including design, change orders, permits, construction support services, and project management. No additional appropriations are required. This Street Lighting Project will add approximately $20,000 per year in operations and maintenance costs which will be funded by the Public Works operating budget.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL CATEGORY

10: Work to maintain a safe and efficient local transportation network and address safety concerns

ATTACHMENTS

1. Location Map
2. Resolution
3. Exhibit A - Notice of Completion

Prepared by: Dennis Aberion
Construction Inspection Manager

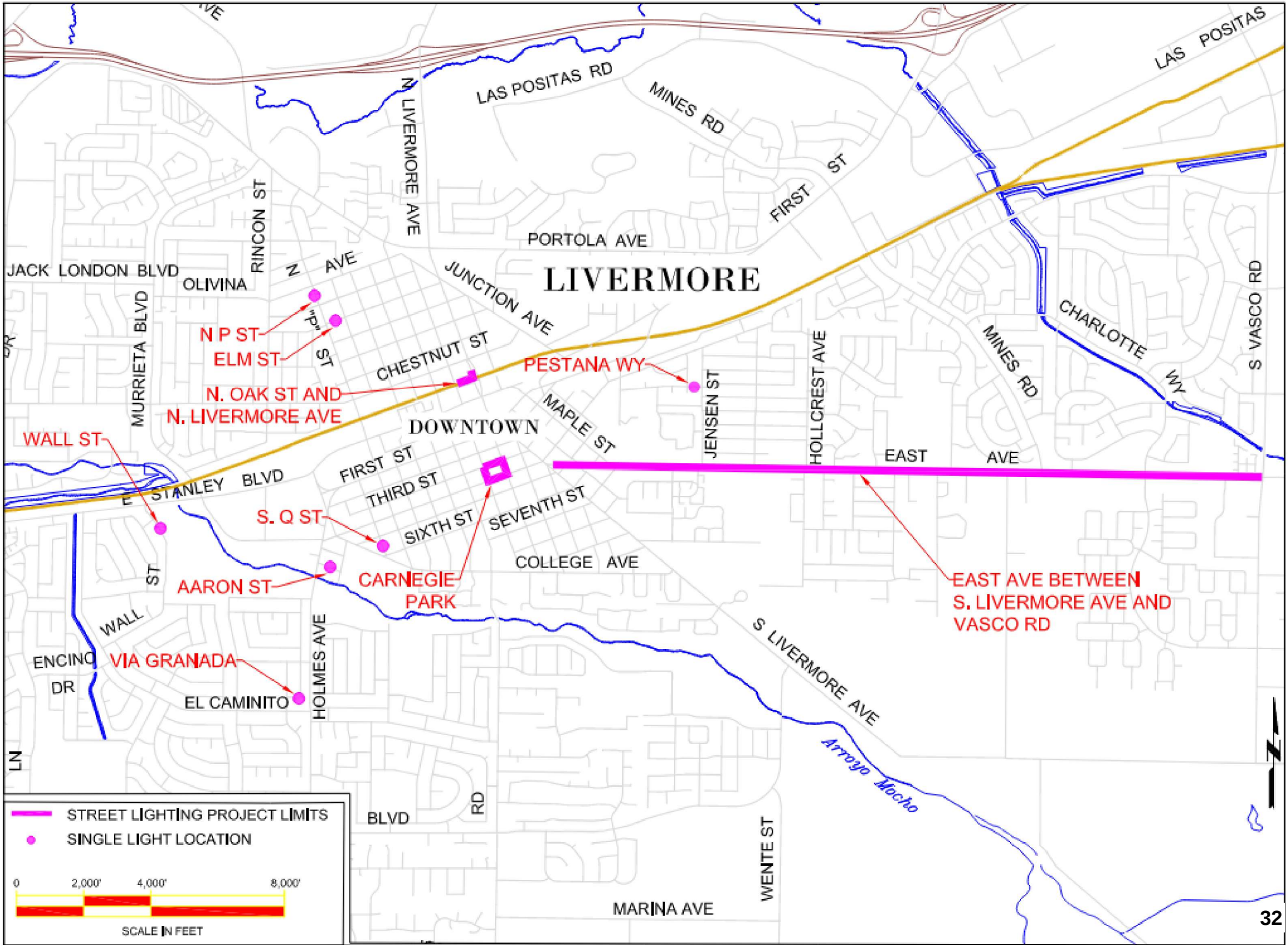
Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

Streetlights Location Map **ATTACHMENT 1**



IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE ACCEPTANCE FOR PERMANENT MAINTENANCE, RELEASE OF THE SECURITY BONDS, AND EXECUTION OF A NOTICE OF COMPLETION

(STREET LIGHTING PROJECT TC201923)

The City Engineer of the City of Livermore ("City") has filed with the City Clerk a report in writing that all work on the Street Lighting Project TC201923 ("Project"), has been completed to City standards. The Project is ready for acceptance by the City for routine maintenance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that:

1. The faithful performance bond guaranteeing the Project is hereby released;

2. The labor and materials bond guaranteeing the Project shall, six months after the date of this resolution, be reduced to an amount equal to the amount of all claims filed and of which notice has been given. The balance of the bond shall be released upon the settlement of all such claims and obligations for which the security was given;

3. The security for the guarantee and warranty of work shall remain in effect for one year from the date of this resolution. The contractor is required to reconstruct any deficiencies that occur and to repair or replace defective materials during the maintenance period;

4. The City hereby accepts the improvements; and

5. The City Manager is authorized to sign the Notice of Completion, a copy of which is attached hereto as Exhibit A and incorporated by this reference.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 13, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

Exhibit A – Notice of Completion

EXHIBIT A

NOTICE OF COMPLETION

City's Project No. 2019-23 Date: 7/14/2025

Project: Street Lighting Project TC201923

Contractor: BuildCorp Inc.

Contract For Construction of: Street Lighting Project TC201923

Project or Specified Part Shall Include: All that work as set forth in the Bid Schedule(s) of the Bid Forms, as awarded by the City of Livermore pursuant to the Contract Documents for Public Works Project No.2019-23

Document located at: 1052 S. Livermore Ave., Livermore, CA 94550 Contract Date: October 27, 2025

The work performed under this contract was inspected by authorized representatives of the City, Contractor, and Engineer, and determined to be substantially complete on 4/9/26. The project reached Final Completion on 5/12/2026, which is within the number of working days required per Section 5.2 of the contract. The City elects to accept the Project and will record the Notice of Completion.

ENGINEERING DIVISION
Engineer

By _____
Dennis Aberion, Const Insp Manager

The Contractor hereby accepts the above Notice of Completion

BuildCorp Inc.
Contractor

By _____
Jay Zhong, CFO

The City accepts the project or specified area of the project to have reached final completion and will assume full possession of the Project or specified area of the Project at 8:00 am, on 7/14/2025. The responsibility for heat, utilities, security, and insurance under the Contract Documents will be assumed by the City after that date. Nature of interest of owner: Fee.

I certify (declare) under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Owner:
City of Livermore
1052 S. Livermore Ave.
Livermore, CA 94550

FOR THE CITY OF LIVERMORE

By _____
Marianna A. Burch, City Manager Date

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.5**

DATE: July 13, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing execution of a second amendment to the agreement with TJKM Transportation Consultants, for on-call transportation planning and traffic engineering services, increasing the not-to-exceed amount from $200,000 to $700,000 and extending the termination date from June 30, 2030, to June 30, 2031.

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution authorizing the City Manager to execute a second amendment to the agreement with TJKM Transportation Consultants, for on-call transportation planning and traffic engineering services, increasing the not-to-exceed contract amount from $200,000 to $700,000 and extending the termination date from June 30, 2030, to June 30, 2031.

SUMMARY

This second amendment with TJKM Transportation Consultants (TJKM) authorizes continued on-call transportation planning and traffic engineering services from TJKM, for assisting staff in reviewing development projects as it relates to transportation matters, preparing plan specifications and estimates for transportation related projects, conducting various traffic studies and analyses, reviewing traffic patterns and driving behavior within the City, helping the City prepare various transportation planning documents, and helping the City apply for grants. This second amendment increases the not-to-exceed amount from $200,000 to $700,000 and extends the term from June 30, 2030, to June 30, 2031.

DISCUSSION

In 2024, City staff issued a request for proposals for Traffic Engineering and Transportation Planning Services. TJKM Transportation Consultants (TJKM) was selected as the top qualified traffic design consultant after internal evaluations of the proposals were received.

On June 19, 2024, the City entered into an agreement with TJKM to provide professional on-call transportation planning and traffic engineering services with a not-to-exceed contract amount of $100,000 and a termination date of June 30, 2027. The original agreement was amended once to increase the amount of the agreement by $100,000 to a total amount of $200,000 and increase the duration of the contract for an additional three years, ending on December 31, 2030.

TJKM has been providing on-call transportation planning and traffic engineering services for a wide variety of tasks. These tasks include, but are not limited to, helping the city apply for and secure various transportation grants (e.g., Safe Streets and Roadways for All, Highway Safety Improvement Program, etc.), developing the Local Roadway Safety Plan and the Vision Zero Action Plan, and preparing the Plans, Specifications, and Estimates (PS&E) for the Transportation Safety Project and Traffic Signal Modification Project.

City staff has found TJKM's work to be satisfactory as they provide industry and local expertise and demonstrate rapid and professional responsiveness. They perform their work efficiently and promptly provide value to field and administrative staff.

The second amendment will increase the not-to-exceed amount of the agreement by $500,000 to a total of $700,000 and extends the term of the agreement through June 30, 2031. This amendment will allow TJKM to continue providing on-call transportation planning and traffic engineering services to the City. Potential upcoming tasks in the next five years include, but are not limited to, the following:

- Develop Vision Zero Website
- Apply for various grants, including, but not limited to, Active Transportation Program (ATP) Grant, Comprehensive Investment Program (CIP) Grant, Highway Safety Improvement Program (HSIP) Grant, Safe Streets and Roads for All (SS4A) Grant, etc.
- Provide annual report for Vision Zero Action Plan
- Update Local Roadway Safety Plan and Vision Zero Action Plan
- Develop PS&E for Traffic Signal Projects and Transportation Safety Projects
- Citywide signal retiming

FISCAL AND ADMINISTRATIVE IMPACTS

The second amendment increases compensation by $500,000 to a total not-to-exceed amount of $700,000. Funding for this amendment will be covered by the approved budgets for various projects in the Capital Improvement Plan and the approved budgets for transportation program activities included in the Engineering Operating Budget.

COMMUNITY PILLAR

1. A Safe Community That Thrives

GOAL

10. Work to maintain a safe and efficient local transportation network and address safety concerns

ATTACHMENTS

1. Resolution
2. Exhibit A - Second Amendment with TJKM

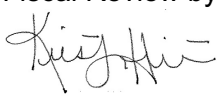
Prepared by: Gabriel Sendaydiego
Assistant Engineer

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Kristen Hilton
Acting Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A SECOND AMENDMENT TO THE AGREEMENT WITH TJKM TRANSPORTATION CONSULTANTS, FOR ON-CALL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING SERVICES, INCREASING THE NOT-TO-EXCEED AMOUNT FROM $200,000 TO $700,000 AND EXTENDING THE TERMINATION DATE FROM JUNE 30, 2030 TO JUNE 30, 2031

In 2024, City staff issued a request for proposals for Traffic Engineering/Transportation Planning Services. TJKM was selected as the top qualified traffic design consultant after internal evaluations of the proposals received.

On June 19, 2024, the City of Livermore entered into an agreement with TJKM Transportation Consultants (TJKM) to provide on-call Traffic Engineering services with a not-to-exceed contract amount of $100,000 and a termination date of June 30, 2027. The original agreement was amended once to increase the amount of the agreement by $100,000 for a total not-to-exceed amount of $200,000, and increase the duration of the contract for an additional three years, ending on December 31, 2030.

Staff recommends the agreement be amended to increase the not-to-exceed amount from $200,000 to $700,000 to allow TJKM to continue to provide on-call transportation planning and traffic engineering services for various transportation planning, traffic engineering and capital improvement projects, and extend the termination date from June 30, 2030, to June 30, 2031.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby:

1. Authorizes the City Manager to execute a second amendment to the agreement with TJKM Transportation Consultants, attached hereto as Exhibit A, for on-call transportation planning and traffic engineering professional services, increasing the not-to-exceed amount from $200,000 to $700,000 and extending the termination date from June 30, 2030, to June 30, 2031.

2. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 13, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

Exhibit A – Second Amendment with TJKM

Docusign Envelope ID: 95A90DB6-72C4-87B9-8329-8418ABE0B7AA

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT is made and entered into this ____ day of _____, 2026, by and between the City of Livermore ("City"), a municipal corporation, and TJKM ("Consultant"), a California Corporation.

RECITALS

On June 19, 2024, City and Consultant entered into an agreement for Consultant to provide professional on-call Traffic Engineering services to City ("Original Agreement"). Section 21 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

On July 7, 2025, City and Contractor entered the First Amendment to increase total compensation from $100,000 to $200,000, and extend the termination date from June 30, 2027 to June 30, 2030. This was the first amendment to the Original Agreement.

City and Consultant desire to amend the Original Agreement to increase the scope of services and compensation from $200,000 to $700,000, and extend the term from June 30, 2030 to June 30, 2031. This is the second amendment to the Original Agreement.

AGREEMENT

NOW, THEREFORE, City and Consultant hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. The Original Agreement is amended as follows:

   A. Section 5(a) of the Original Agreement is amended to read as follows:

      The total compensation payable by the City to Consultant for the Services **SHALL NOT EXCEED** the sum of $700,000 ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered at the hourly rates, task amounts or travel expenses set forth in Exhibit "A-1" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates, task amounts or travel expenses are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

   B. Section 6 of the Original Agreement is amended to read as follows:

Docusign Envelope ID: 95A90DB6-72C4-87B9-8329-8418ABE0B7AA

Term. The term of this Agreement commences on the Effective Date and terminates upon the completion of the Services or June 30, 2031, whichever occurs first.

2. These amendments are prospective and only apply to the Services rendered by Consultant after the execution of this Amendment. Unless otherwise stated herein, this Amendment does not relieve the parties of the terms and conditions of the Original Agreement as written and in effect at the time the Services were rendered.

3. Except as amended above, the Original Agreement remains in full force and effect.

EXHIBIT A

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement effective on the date first written above.

CONSULTANT: **Dated:**

DocuSigned by:
D76A78DE10A64F8...

6/18/2026 | 2:38 PM PDT

Ruta Jariwala
Principal

CITY OF LIVERMORE: **Dated:**

Marianna Burch
City Manager

APPROVED AS TO FORM:

DocuSigned by:
B099F65715704E2...

Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
A5F7D34BB6A748A...

Risk Manager/Analyst

Attachments:
Exhibit A-1 – Scope of Work

Docusign Envelope ID: 95A90DB6-72C4-87B9-8329-8418ABE0B7AA

EXHIBIT A-1

SCOPE OF WORK

On-call Traffic Engineering Services: The Consultant shall be a licensed Traffic Engineer with proven high-level familiarity with Livermore's traffic circulation patterns. The Consultant shall be highly proficient in performing tasks that include, but not limited to:

- Reviewing development projects as it relates to transportation matters including Traffic Impact Analysis reports.
- Preparing plans specifications and estimates for transportation related projects.
- Conducting various traffic studies and analyses including but not limited to speed surveys, volume counts, origins destination studies, parking surveys, accident analysis, lighting evaluations.
- Reviewing traffic control plans, signing and striping, and traffic signal plans making certain they conform with the latest Manual on Uniform Traffic Control Devices (MUTCD), Caltrans Standard Details, and Highway Design Manual.
- Reviewing traffic pattern and driving behavior within the City, identifying potential problems and making recommendations.
- Helping the City prepare various transportation planning documents and traffic engineering documents
- Helping the City apply for regional, state, and federal grants

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.6**

DATE: July 13, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the execution of a second amendment to the professional services agreement with RRM Design Group for on-call landscape design and field support services, increasing the not-to-exceed contract amount from $200,000 to $400,000.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a second amendment to the professional services agreement with RRM Design Group for additional on-call landscape design and field support services, increasing the not-to-exceed agreement amount from $200,000 to $400,000.

SUMMARY

RRM Design Group has been providing on-call landscape design and field support services for various capital improvement and public works projects for the City of Livermore (City). This second amendment to the agreement will allow RRM Design Group to continue providing design support, design review, and construction field support for various capital improvement and public works projects such as the Springtown Open Space Improvements Project No. PB202319, Veterans Park Project No. DR202121, the Edible Garden at the Civic Center Library, and lawn conversion projects.

The Second Amendment increases the not-to-exceed on-call contract amount from $200,000 to $400,000.

DISCUSSION

On April 11, 2023, the City and RRM Design Group entered into an agreement in the amount of $60,000 to provide on-call landscape design and field support services for various capital improvement and public works projects. On July 7, 2025, the first amendment was executed, which increased the not-to-exceed amount to $200,000 and extended the term of the agreement to December 31, 2028.

RRM Design Group has provided on-call landscape design and field support services for various capital improvement and public works projects. Currently, they are working on the Springtown Open Space

Improvements Project No. PB202319, Veterans Park Project No. DR202121, the Edible Garden at the Civic Center Library, and lawn conversion projects. These projects are in various phases of design and construction.

RRM Design Group has provided continuous on-call landscape design and field support services to the City since 2023 and has developed institutional knowledge of the City's standards and project-specific parameters. Continuity of RRM Design Group's support will provide timely project delivery, maintain consistency in design assumptions, and avoid delays or increased costs that could result from transitioning work to a new consultant. Extending the agreement through a second amendment will allow RRM Design Group to continue providing efficient and responsive design services, support City staff during the remaining design and construction phases and ensure successful implementation of the City's capital improvement and public works projects.

FISCAL AND ADMINISTRATIVE IMPACTS

The second amendment increases compensation by $200,000 for a total not-to-exceed amount of $400,000. Funding for this amendment will be covered in the approved budgets for various projects in the Capital Improvement Plan and in the Public Works Operating Budget. No additional appropriations are required.

COMMUNITY PILLAR

5: A City That Works

GOAL

14: Develop, operate, and maintain the City's infrastructure

ATTACHMENTS

1. Resolution
2. Exhibit A - Second Amendment to RRM On-Call Original Agreement

Prepared by: Leo Sum
Assistant Civil Engineer

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THE AGREEMENT WITH RRM DESIGN GROUP FOR ON-CALL LANDSCAPE DESIGN AND FIELD SUPPORT SERVICES, INCREASING THE NOT-TO-EXCEED AMOUNT FROM $200,000 to $400,000

On April 11, 2023, the City of Livermore ("City") entered into a Professional Services Agreement with RRM Design Group ("Consultant") to provide on-call landscape design and field support services in the amount of $60,000 with a term ending March 31, 2025 ("Original Agreement").

On July 7, 2025, the City and Consultant executed a First Amendment to the Original Agreement to increase the not-to-exceed amount from $60,000 to $200,000, and extend the term from March 31, 2025 to December 31, 2028.

Staff recommends the Original Agreement be further amended to increase the not-to-exceed amount from $200,000 to $400,000 to continue to provide design support, design review, and construction field support services to support City staff implementation of capital improvement and public works projects.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby:

1. Authorizes the City Manager to execute a second amendment to the Original Agreement with RRM Design Group, attached hereto as Exhibit A, for additional on-call landscape design and field support services, increasing the not-to-exceed amount from $200,000 to $400,000.

2. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 13, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting Assistant City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

Exhibit A – Second Amendment to RRM On-Call Agreement

Docusign Envelope ID: A62CB3D7-2F69-8C56-824B-4F962200D456

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT is made and entered into this ____ day of _____, 2026, by and between the City of Livermore ("City"), a municipal corporation, and RRM Design Group ("Consultant"), a California Corporation.

RECITALS

On April 11, 2023, City and Consultant entered into an agreement for Consultant to provide professional on-call landscape design and field support services to City ("Original Agreement"). Section 21 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

On July 7, 2025, the City Manager executed a first amendment to the Original Agreement by increasing the Consultant's compensation by $140,000 and extending the term of the Agreement to December 31, 2028 ("First Amendment").

City and Consultant desire to amend the Original Agreement to provide additional on-call landscape design and field support services as specified in the Original Agreement by increasing the Consultant's compensation by $200,000. This is the second amendment ("Second Amendment") to the Original Agreement.

AGREEMENT

NOW, THEREFORE, City and Consultant hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. The Original Agreement is amended as follows:

   A. Section 5 of the Original Agreement is amended to read as follows:

      Compensation and Payment

      (a) The total compensation payable by the City to Consultant for the Services SHALL NOT EXCEED the sum of $400,000.
         a. The compensation payable by the City to Consultant for the Services required by Exhibit "A" to the Original Agreement SHALL NOT EXCEED $60,000.
         b. The compensation payable by the City to Consultant for the Services required by Exhibit "A-1" to the First Amendment SHALL NOT EXCEED $140,000.
         c. The compensation payable by the City to Consultant for the Services required by Exhibit "A-2" to the Second Amendment SHALL NOT EXCEED $200,000.

      City shall compensate Consultant for the Services rendered at the hourly

rates, task amounts or travel expenses set forth in Exhibit “A” to the Original Agreement and Exhibit “A-1” to the First Amendment and Exhibit “A-2” to the Second Amendment up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates, task amounts or travel expenses are intended to be Consultant’s only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

2. These amendments are prospective and only apply to the Services rendered by Consultant after the execution of this Amendment. Unless otherwise stated herein, this Amendment does not relieve the parties of the terms and conditions of the Original Agreement as written and in effect at the time the Services were rendered.

3. Except as amended above, the Original Agreement remains in full force and effect.

EXHIBIT A

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement effective on the date first written above.

CONSULTANT: **Dated:**

Signed by:
E80FBC96226C45B...

6/23/2026 | 9:53 AM PDT

Gina Chavez
Principal

CITY OF LIVERMORE: **Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F65715704E2...

Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5F7D34BB6A748A...

Risk Manager/Analyst

Attachments:
Exhibit A-2 Revised Fee Schedule

Docusign Envelope ID: A62CB3D7-2F69-8C56-824B-4F962200D456

Exhibit A-2 Schedule 1

Bill Rate Ranges

Subject to change effective March 1st each year

Architecture			
Designer I - Arch	$ 86	-	$ 117
Designer II - Arch	$ 93	-	$ 137
Designer III - Arch	$ 111	-	$ 176
Job Captain	$ 111	-	$ 176
Architect	$ 117	-	$ 179
Project Designer	$ 130	-	$ 203
Project Manager - Arch	$ 138	-	$ 218
Project Architect	$ 130	-	$ 203
Quality Control Manager	$ 155	-	$ 263
Senior Designer	$ 158	-	$ 256
Senior Architect	$ 162	-	$ 270
Senior Project Manager	$ 171	-	$ 277
Associate Manager	$ 168	-	$ 259
Design Director	$ 183	-	$ 308
Manager of Architecture	$ 189	-	$ 308
Director of Architecture	$ 201	-	$ 330
Intern Architecture	$ 60	-	$ 91
Principal	$ 225	-	$ 382
Managing Partner	$ 249	-	$ 445

Engineering			
Civil Engineering			
Construction Inspector	$ 107	-	$ 201
Designer I - Civil	$ 75	-	$ 119
Designer II - Civil	$ 92	-	$ 144
Associate Engineer	$ 141	-	$ 200
Senior Associate Engineer	$ 156	-	$ 254
Engineer I - Civil	$ 110	-	$ 158
Engineer II - Civil	$ 123	-	$ 177
Engineer III - Civil	$ 136	-	$ 195
Project Engineer - Civil	$ 153	-	$ 224
Senior Project Engineer - Civil	$ 174	-	$ 276
Project Manager - Civil	$ 188	-	$ 291
Manager of Engineering Services - Civil	$ 209	-	$ 332
Intern, Civil Engineering	$ 60	-	$ 91
Principal	$ 225	-	$ 382
Managing Partner	$ 249	-	$ 445
Structural Engineering			
Production Drafter I	$ 75	-	$ 126
Production Drafter II	$ 92	-	$ 147
Production Drafter III	$ 109	-	$ 158
Senior Drafter	$ 128	-	$ 208
Engineer I - Structural	$ 105	-	$ 154
Engineer II - Structural	$ 123	-	$ 192
Project Engineer - Structural	$ 147	-	$ 216
Senior Project Engineer - Structural	$ 164	-	$ 269
Project Manager - Structural	$ 175	-	$ 277
Manager of Engineering Services - Structural	$ 199	-	$ 318
Intern, Structural Engineering	$ 60	-	$ 91
Principal	$ 225	-	$ 382
Managing Partner	$ 249	-	$ 445
Surveying			
Survey Technician I	$ 82	-	$ 125
Survey Technician II	$ 95	-	$ 144
Survey Technician III	$ 110	-	$ 170
Party Chief	$ 120	-	$ 177
Senior Party Chief	$ 142	-	$ 228
Assistant Land Surveyor	$ 126	-	$ 184
Land Surveyor	$ 144	-	$ 214
Senior Land Surveyor	$ 171	-	$ 254
Supervisor of Surveying	$ 180	-	$ 261
Manager of Surveying	$ 189	-	$ 291
Surveying (Crew Rates)			
REGULAR			
One Person w/ GPS or Robotic Workstation			$ 185
Two Person Crew			$ 250
Three Person Crew			$ 330
PREVAILING WAGE			
One Person w/ GPS or Robotic Workstation			$ 285
Two person Crew Prevailing Wage			$ 350
Three person Crew Prevailing Wage			$ 450

Interior Design			
Designer I - Int	$ 84	-	$ 115
Designer II - Int	$ 90	-	$ 137
Associate Interior Designer	$ 97	-	$ 144
Interior Designer	$ 108	-	$ 172
Project Interior Designer	$ 128	-	$ 194
Senior Interior Designer	$ 143	-	$ 242

Landscape Architecture			
Assistant Designer	$ 87	-	$ 123
Associate Designer	$ 96	-	$ 140
Designer - Land	$ 108	-	$ 187
Landscape Architect	$ 111	-	$ 179
Senior Landscape Architect	$ 135	-	$ 219
Principal Landscape Architect	$ 159	-	$ 257
Design Director of Landscape Architecture	$ 162	-	$ 259
Manager of Landscape Architecture	$ 168	-	$ 263
Intern Landscape Architecture	$ 60	-	$ 91
Principal	$ 225	-	$ 382
Managing Partner	$ 249	-	$ 445

Planning			
Assistant Planner	$ 99	-	$ 142
Associate Planner	$ 117	-	$ 187
Urban Designer	$ 117	-	$ 187
Senior Planner	$ 149	-	$ 228
Senior Urban Designer	$ 149	-	$ 228
Supervisor of Planning & Urban Design	$ 161	-	$ 244
Principal Planner	$ 182	-	$ 277
Manager of Planning & Urban Design	$ 195	-	$ 291
Principal Park Planner	$ 182	-	$ 277
Principal	$ 225	-	$ 382
Managing Partner	$ 249	-	$ 445

Corporate Services			
Administrative Assistant	$ 69	-	$ 108
Administrative Coordinator	$ 83	-	$ 144
Office Manager	$ 119	-	$ 179
CEO	$ 311	-	$ 556
File Clerk/Administrative Support	$ 62	-	$ 90
Marketing Assistant (Intern)	$ 60	-	$ 95
Marketing Coordinator	$ 77	-	$ 130
Marketing Manager	$ 141	-	$ 263
Marketing Specialist	$ 104	-	$ 172
Office Coordinator	$ 83	-	$ 144
Business Development & Pursuits Supervisor	$ 126	-	$ 215
Receptionist	$ 62	-	$ 94
Senior Marketing Specialist	$ 119	-	$ 208

Rev 3/1/2026

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.7**

DATE: July 13, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing execution of agreements with BSK Associates, in an amount not-to-exceed $1,000,000, Twining, Inc., in an amount not-to-exceed $800,000, and with Consolidated Engineering Laboratories, in an amount not-to-exceed $600,000 to provide on-call professional geotechnical engineering, materials testing, special inspections, and construction inspection and administration services with terms ending December 31, 2031.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute agreements with BSK Associates, in an amount not-to-exceed $1,000,000, Twining, Inc., in an amount not-to-exceed $800,000, and with Consolidated Engineering Laboratories, in an amount not-to-exceed $600,000 to provide on-call professional geotechnical engineering, materials testing, special inspections, and construction inspection and administration services with terms ending December 31, 2031.

SUMMARY

The City of Livermore (City) requires consultants to perform on-call professional geotechnical engineering, materials testing, special inspections, and construction inspection and administration services for Capital Improvement Projects and Development Projects during construction. The proposed professional services agreements will provide on-call construction testing and special inspection services through December 31, 2031, to support the Engineering-Construction staff with multiple Capital Improvement Projects going into construction during this period. The contracts for each consultant have total not-to-exceed amounts as follows:

- BSK Associates (BSK) - Livermore, CA ($1,000,000)
- Twining, Inc. - Concord, CA ($800,000)
- Consolidated Engineering Laboratories (CEL) - San Ramon, CA ($600,000)

DISCUSSION

The City requires consultants to perform on-call professional geotechnical engineering, materials testing, special inspections, and construction inspection and administration services for Capital Improvement

Projects and Development Projects during construction. These services include, but are not limited to, sampling and testing concrete for compression strength, compaction testing of backfill material and asphalt concrete pavement, special inspections of structural reinforcement, geotechnical evaluation of subgrade conditions, supplemental field inspections, and construction administration support. Listed below are a few of the future projects that will require these services:

- BL202213 - 241 North M Street Demolition
- DR202118 - Livermore Village Remediation
- SM202204 - Slurry Seal 2024
- WW202322 - WRP Occupied Building Repairs
- TC202133 - Stanley Boulevard @ Isabel Avenue Connector Ramp Crossing
- SM202001 - Street Resurfacing (Airway Boulevard/First Street)
- SM202501 - Street Resurfacing
- TB201955 - Arroyo Road Trail (T-13, Segment B)
- TB200714 - South Livermore Valley Trail T-10 Extension
- TB202222 - East Avenue Corridor ATP Implementation
- TC202020 - Traffic Signal Modification
- PS202215 - Fire Station 6 Building Improvements
- PS202316 - Police Building Renovations
- SM202402 - Sidewalk Repair 2024
- TC202529 - Transportation Safety Projects

The Engineering Construction staff consists of only five City Inspectors. In anticipation of more than 28 Capital Improvement Projects scheduled to enter construction in 2026 and 2027, many of which will overlap and collectively extend construction activity through 2028, City staff issued a Request for Qualifications (RFQ) for firms interested in providing On-Call Construction Testing and Inspection to support current City staff. The selection committee reviewed Statements of Qualifications (SOQs) from eight consultants and invited four of them to participate in the interview and laboratory tour process.

Statements of Qualifications were received from the following eight firms:

CONSULTANT NAME	**CITY**
Ninyo & Moore	Alameda, CA
Earth Systems	Fremont, CA
Certerra	Concord, CA
Achievement Engineering Corp.	San Jose, CA
Terracon	Concord, CA
BSK Associates	Livermore, CA
Twining, Inc.	Concord, CA
Consolidated Engineering Laboratories (CEL)	San Ramon, CA

We are proceeding with the following top-rated consultants to deliver the requested construction services on an on-call basis:

CONSULTANT NAME	SERVICES
BSK Associates	Professional geotechnical engineering, materials testing, special inspections, and construction inspection & administration services
Twining, Inc.	Professional geotechnical engineering, materials testing, special inspections, and construction inspection & administration services
Consolidated Engineering Laboratories (CEL)	Professional geotechnical engineering, materials testing, special inspections, and construction inspection & administration services

Both BSK and CEL have previously supported the City on multiple Capital Improvement Projects, performing the same types of construction services requested under this contract. Twining, Inc., likewise, brings extensive experience, holding long standing contracts with several California municipalities for similar services. Selecting three firms provides the City's Construction Team with the flexibility and depth needed to match firm capabilities to project and inspector needs, while also ensuring availability of services throughout the span of the upcoming construction workload.

FISCAL AND ADMINISTRATIVE IMPACTS:

The on-call agreements will commence upon approval by the City Council and terminate December 31, 2031. The contracts for each of the on-call consultants have total not-to-exceed amounts as follows:

- BSK Associates - $1,000,000
- Twining, Inc. - $800,000
- Consolidated Engineering Laboratories - $600,000

Contracts for specific capital projects will be executed at the time the capital project is initiated and in accordance with the approved budget. The services rendered under these agreements will be charged to the various capital improvement projects, developer fees for various development projects for which consultant services are required, and the Engineering and Water Resource Division’s operating budgets for miscellaneous consultant services. The City Engineer will approve work related to these contracts only within the overall adopted budget amounts.

COMMUNITY PILLAR

5. A City That Works

GOAL

14. Develop, operate, and maintain the City's infrastructure

ATTACHMENTS

1. Resolution
2. Exhibit A - BSK Associates Agreement
3. Exhibit B - Twining Inc. Agreement
4. Exhibit C - Consolidated Engineering Laboratories Agreement

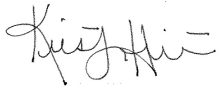
Prepared by: Dennis Aberion
Construction Inspection Manager

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Kristen Hilton
Acting Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENTS WITH BSK ASSOCIATES, IN AN AMOUNT NOT-TO-EXCEED $1,000,000, TWINING, INC., IN AN AMOUNT NOT-TO-EXCEED $800,000, AND WITH CONSOLIDATED ENGINEERING LABORATORIES, IN AN AMOUNT NOT-TO-EXCEED $600,000 TO PROVIDE ON-CALL PROFESSIONAL GEOTECHNICAL ENGINEERING, MATERIALS TESTING, SPECIAL INSPECTIONS, AND CONSTRUCTION INSPECTION AND ADMINISTRATION SERVICES WITH TERMS ENDING DECEMBER 31, 2031

The City of Livermore ("City") requires consultants to perform on-call professional geotechnical engineering, materials testing, special inspections, and construction inspection and administration services for Capital Improvement Projects and Development Projects during construction. These services include sampling and testing concrete for compression strength, compaction testing of backfill material and asphalt concrete pavement, special inspections of structural reinforcement, geotechnical evaluation of subgrade conditions, supplemental field inspections, and construction administration support.

City staff issued a Request for Qualifications for firms interested in providing On-Call Construction Testing and Inspection to support current City staff. The selection committee reviewed Statements of Qualifications from eight consultants and invited four of them to participate in the interview and laboratory tour process. The three top-rated consultants were selected to deliver the requested construction services on an on-call basis.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby:

1. Authorizes the City Manager to execute a professional services agreement with BSK Associates, attached hereto as Exhibit A, in an amount not-to-exceed $1,000,000 to provide on-call professional geotechnical engineering, materials testing, special inspections, and construction inspection and administration services.

2. Authorizes the City Manager to execute a professional services agreement with Twining, Inc., attached hereto as Exhibit B, in an amount not-to-exceed $800,000 to provide on-call professional geotechnical engineering, materials testing, special inspections, and construction inspection and administration services.

3. Authorizes the City Manager to execute a professional services agreement with Consolidated Engineering Laboratories, attached hereto as Exhibit C, in

an amount not-to-exceed $600,000 to provide on-call professional geotechnical engineering, materials testing, special inspections, and construction inspection and administration services

4. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 13, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

Exhibit A – BSK Associates Agreement
Exhibit B – Twining, Inc. Agreement
Exhibit C – Consolidated Engineering Laboratories Agreement

Docusign Envelope ID: 99BF0C1E-30B0-8DA0-818F-E6ADF6B1054D

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 20 , by and between the City of Livermore ("City"), a municipal corporation, and BSK Associates ("Consultant"), a(n) California Other.

RECITALS

City requires professional on-call geotechnical engineering, materials testing, special inspections, and construction inspection and administration services.

Consultant represents and warrants that it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges City has relied upon these representations and warranties as inducement to award this Agreement to Consultant.

AGREEMENT

NOW, THEREFORE, City and Consultant hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. **Retention as Consultant.** City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the Services described and defined below in Section 3 *Description of Services* subject to the terms and conditions in this Agreement.

2. Relationship of Parties – Independent Contractors.

(a) The relationship of the parties shall be that of independent contractors. Consultant is and shall at all times remain as to City a wholly independent contractor during the term of this Agreement.

(b) Consultant and its personnel performing the Services on behalf of Consultant are not City officers or employees. Consultant's personnel shall at all times be under Consultant's exclusive direction, control, supervision, and management. Consultant, at its own cost and expense, is responsible for all workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the Services by Consultant's personnel.

(c) Consultant and its personnel providing the Services shall not qualify for or become entitled to, and hereby waive any claims to, any compensation, benefit, or any incident in employment by City, including but not limited to enrollment in the California Public Employees Retirement System (PERS) as an employee of City and any entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

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(d) Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, and shall have no authority, express or implied, to bind City to any obligation whatsoever.

3. Description of Services. Consultant shall provide the services described in the recitals and more particularly set forth in Exhibit A Scope of Work, which are collectively defined as "the Services" for the purposes of this Agreement.

4. Consultant's Responsibilities. Consultant, at its own cost and expense, shall:

(a) Coordinate the Services with Dennis Aberion ("Project Manager"), or such other person designated as the Project Manager by City;

(b) At all times faithfully, competently, and diligently perform the Services to the best of its ability, experience, and talent in a courteous manner to the highest industry standards when performing the Services required hereunder. For the purposes of this Agreement the phrase "highest industry standards" means those professional standards recognized by one or more professional consultants performing similar Services under similar circumstances within City's region;

(c) Provide the resources and assign competent Consultant personnel necessary to complete the Services in a timely manner;

(d) Immediately remove and replace, without any cost to City, any member of Consultant's personnel providing the Services to City, in its sole discretion and at any time during this Agreement, directs Consultant to remove and replace, and City agrees to advise Consultant of the reason for the direction for the removal and replacement;

(e) Provide all facilities, goods, materials, and equipment that may be necessary for Consultant's personnel to provide the Services. City may furnish physical facilities such as desks, filing cabinets, and conference space that may be reasonably necessary for Consultant's use for the Services, but in no event shall City be required to furnish any facilities that involve incurring a direct expense such as computer, software, long-distance telephone or other communication charges, vehicles, or document reproduction facilities;

(f) Obtain and keep in effect during the term of this Agreement all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services, including obtaining a business license from the City of Livermore, and keep them all in effect for the term of this Agreement;

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(g) Obtain and complete the appropriate City forms for the City to pay Consultant electronically via the Automated Clearing House (ACH). Those forms may be obtained by email at accountspayable@livermoreca.gov or by calling Accounts Payable staff at (925) 960-4345. If Consultant opts-out of electronic payment, it must likewise complete the appropriate City forms that can be obtained from those same sources for payment by check. The authority granted by those forms will remain in force and effect until the City receives written notification of changes, which changes shall not take effect for at least ten business days to afford City a reasonable opportunity to act;

(h) Provide City with a complete Request for Taxpayer Identification Number and Certification Form W-9 using the form most recently issued by the Internal Revenue Service;

(i) Comply with all applicable state and federal laws, as well as Alameda County and City of Livermore ordinances, regulations, and adopted codes, when providing the Services;

(j) Only invoice City for the Services rendered. Consultant's invoice shall be in writing and describe the Services performed for the payment requested, and if requested by the Project Manager, Consultant shall certify the correctness of any invoice or invoices for Services provided. Consultant shall not submit an invoice to City more frequently than once a calendar month;

(k) Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least three years from the date of City's final payment to Consultant and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Consultant shall make the invoices and records immediately available to City upon delivery of a written request to examine, audit, or copy them at City's place of business during normal business hours. Consultant shall give City 30 calendar-days' written notice prior to destroying the invoices and records and allow City an opportunity to take possession. If City wants to take possession, then Consultant and City shall coordinate delivery of the invoices and records to City in the most efficient manner possible;

(l) Be available to the Project Manager, City staff, and other parties referred to Consultant by the Project Manager to answer questions or inquiries related to the Services or invoices;

(m) Prepare and submit a written report to the Project Manager, within three business-days of the Project Manager's written request, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services;

(n) Correct all errors in the Services. If Consultant fails to make such correction in a timely manner, then City may make the correction and then charge the cost thereof to Consultant or deduct that cost from the compensation payable to Consultant;

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(o) Comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA, when providing the Services; and,

(p) If applicable, Consultant shall ensure that all work for compensation is provided in compliance with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages.

5. Term. The term of this Agreement commences on 07/13/2026, and terminates upon the completion of the Services or 12/31/2031, whichever occurs first.

6. Termination by City. City may terminate any portion or all of the Services by giving Consultant at least 30 calendar-days' written notice. Upon receipt of a termination notice, Consultant shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and Consultant shall then assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Consultant in accordance with and subject to Section 7.

7. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $1,000,000.00 ("not-to-exceed amount").

(b) City shall compensate Consultant for the Services rendered at the hourly rates or task amounts set forth in Exhibit B Fee Schedule, and shall reimburse Consultant for travel expenses and other costs that are identified in Exhibit B, up to the not-to-exceed amount.

(c) Consultant and City acknowledge that compensation paid by City to Consultant pursuant to this Agreement is based upon Consultant's estimated costs to provide the Services, including the salaries and benefits paid by Consultant to its personnel. Consequently, Consultant and City further agree that compensation paid by City to Consultant is intended to include the costs of contributions to any pensions or annuities, or both, to which Consultant and its personnel may be eligible, and that City has no responsibility for contributions beyond the compensation paid to Consultant under this Agreement. As provided this Agreement, the hourly rates, task amounts and reimbursement for specified travel expenses and costs in the Fee Schedule are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services, including all taxes Consultant is required to pay.

(d) City shall pay Consultant no later than 30 days after City receives a written invoice from Consultant and verifies the Services were performed for the payment requested.

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(e) City shall pay Consultant via the Automated Clearing House or as otherwise instructed by Consultant pursuant to Section 4(g) above.

8. Ownership of Documents. All drawings, designs, data, photographs, reports and other items prepared or obtained by Consultant in the performance of the Services are City's property and Consultant shall deliver them to City upon demand.

9. Intellectual Property, Copyright, and Right of Use. All items created by Consultant for City under this Agreement are works made for hire, and Consultant shall give City the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Services. Consultant agrees that all aspects of the Services and items created thereby will be original works of creation and will not use, in whole or in part, any work created by any other party, except when expressly disclosed by Consultant to City and Consultant obtains a license to such items for the benefit of City. All licenses must be perpetual, world-wide, non-exclusive, and royalty free sufficient in scope to permit City's full use and enjoyment of its ownership rights in the items created by the Services.

10. Confidentiality. Consultant shall not disclose any confidential or proprietary information received from City to anyone except Consultant's personnel who require access to the information to perform the Services. This obligation shall survive termination and remain in full force and effect until the information, and any copies thereof, are returned to City or confirmed destroyed in a manner satisfactory to City.

11. Defense, Indemnity, and Hold Harmless. To the fullest extent permitted by law, Consultant shall hold harmless, indemnify, and defend with counsel selected by or otherwise acceptable to City, City and its elected and appointed officials, officers, directors, employees, agents, and designated volunteers (collectively "Indemnified Parties") from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively "Liability") of every nature arising out of or in connection with Consultant's performance of the Services, or in connection with Consultant's failure to comply with any of its obligations contained in this Agreement, except for such Liability caused by the sole active negligence or willful misconduct of the Indemnified Parties. Consultant's obligations to hold harmless, indemnify, and defend shall not be excused because of Consultant's inability to evaluate Liability or because Consultant evaluates Liability and determines that Consultant is not liable to the claimant. These obligations are independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement. Consultant must respond within 30 days to the tender of any claim for defense and indemnity by City.

(a) Modification for Construction Contracts. To the extent this Agreement is a "construction contract" covered by California Civil Code section 2782, then Consultant's duty to indemnify shall not apply in a manner prohibited by California Civil Code section 2782.

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(b) Modification for Design Professional Services. To the extent this Agreement is for "design professional services" defined in California Civil Code section 2782.8, then Consultant's duties to defend and indemnify shall only apply to the extent provided for in California Civil Code section 2782.8(a), unless section 2782.8(a) is not applicable for one of the reasons set forth in 2782.8(e)

12. Insurance. Without limiting Consultant's indemnification of the Indemnified Parties, Consultant shall procure and maintain at its own expense during the term of this Agreement policies of insurance in the amounts and under the terms set forth in Exhibit C *Insurance Requirements* against claims and Liability that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Consultant shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

13. Force Majeure; Service Delays. Should Consultant's performance of the Services be obstructed or delayed due to changes in the Services by City, by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain goods, materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then Consultant's time for performance may, at City's sole discretion, be extended for such periods as may be agreed upon by City and Consultant. Nothing in this section restricts City's authority in Section 6 to terminate this Agreement.

14. Acceptance of Final Payment. Consultant's acceptance of final payment will release City from any and all claims and liabilities for compensation under this Agreement.

15. Acceptance of Work. City's acceptance of, or payment to Consultant for, the Services does not release Consultant from its responsibility for the accuracy, completeness, or competency of the Services, nor do the actions constitute an assumption of Consultant's responsibility or liability by City for any defect or error in the Services.

16. Conflict of Interest. Consultant represents that no City employee or official has a financial interest in Consultant. Consultant shall not offer, encourage, or accept any financial interest in any part of Consultant's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between City and a private party, Consultant represents that it has not performed any work for that private party during the twelve-month period prior to the execution of this Agreement, and that it shall not negotiate, offer, or accept any contract for services from that party during the term of this Agreement.

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17. Economic Disclosure. Consultant shall comply with City's local conflict of interest code implementing the California Political Reform Act, and shall prepare and file an economic disclosure statement if the Services involve making, or participation in making, governmental decisions or financial decisions by City that may have a material effect on Consultant's financial interests as determined by the City Attorney's Office. While it is Consultant's sole responsibility to evaluate its conflicts of interest, Consultant nevertheless agrees to prepare and file an economic disclosure statement if requested by City.

18. Levine Act Compliance. California Government Code section 84308 (Levine Act) prohibits City officers from participating in any action related to a contract, license, permit, or entitlement if the officer receives political contributions from a party, or participant, or agent thereof, that totals more than $500 within the twelve months preceding the decision or within the twelve months following the date of the final decision. Consultant shall review and complete as necessary the City's California Levine Act Disclosure Statement that can be obtained from the City Clerk.

19. Use of Recycled Products. If fitness and quality are equal, then Consultant shall utilize recycled products consistent with the City's Environmentally Preferrable Purchasing and Practices Policy, and as defined in California Public Contract Code Section 12200 for the Services, instead of nonrecycled products whenever recycled products are available at the same or a lesser cost than nonrecycled items. Information on recycled materials can be found here:

- Sustainable Purchasing | StopWaste - Home, Work, School
- Reducing Waste at Work | StopWaste - Home, Work, School
- Recommendations of Specifications, Standards, and Ecolabels for Federal Purchasing | US EPA

20. Non-Exclusive Agreement. This Agreement is non-exclusive. City reserves the right to provide, and to retain other qualified consultants to provide, services that are the same or similar to the Services.

21. Business Entity Status. Consultant is responsible for filling all required documents and forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, as well as the California Business and Professions Code and any other state statute, to the extent such requirements apply to Consultant to provide the Services. By entering into this Agreement, Consultant represents that it is: authorized to do business in California; in good standing with the California Secretary of State; and, in good standing with all agencies having jurisdiction over Consultant, including any licensing agencies. If Consultant is a suspended entity at the time it enters into this Agreement, City may take steps to void this Agreement.

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22. Authority to Execute Agreement. Consultant has taken all necessary action to authorize the execution of this Agreement, and expressly represents that the person signing this Agreement on behalf of Consultant has received and accepted the authority to sign and execute this Agreement on behalf of Consultant. Upon the Effective Date, this Agreement shall constitute a legal, valid and binding obligation of Consultant, enforceable against Consultant in accordance with its terms, which authorization is ratified and confirmed upon Consultant's acceptance of the first compensation payment by City.

23. No Subcontracting and No Assignment. Consultant's unique personal competence, experience, specialized personal knowledge, and professional reputation were a substantial inducement to City for the award of this Agreement to Consultant, therefore no part of the Services may be assigned or subcontracted without City's prior written consent. For the purposes of this section, a change of fifty percent or more in the ownership or control of Consultant constitutes an assignment.

24. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, Consultant must present a written claim to City in accordance with Livermore Municipal Code Chapter 3.40 *Claims Administration*.

25. Work Eligibility. Consultant warrants that only personnel authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be provided by Consultant for the performance of the Services.

26. Non-Discrimination. In performance of the Services, Consultant agrees that it will not engage in discrimination in employment of persons because of such person's race, color, religion, sex/gender, gender identity/expression, sexual orientation, marital status, medical condition, military or veteran status, national origin, ancestry, disability, genetic information, age, or any protected classification when providing the Services. Consultant further agrees to comply with all provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in all programs or activities receiving federal financial assistance. Consultant further assures that it will take necessary actions to ensure compliance with these requirements in the performance of this Agreement.

27. Construction of Language.

(a) The terms and conditions in this Agreement have been arrived at through negotiation and each party had a full and fair opportunity to review and revise this Agreement with legal counsel. Any ambiguity in this Agreement will not be resolved against either party as the drafting party. In the event of an inconsistency or conflict between the language in the body of the Agreement and any exhibit hereto, the language in the body of the Agreement controls.

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(b) For the purposes of this Agreement, the terms "writing" and "written" includes electronic documents and communication via email, but not when those terms are used in Sections 6, 12, 23, and Sections 27 through 30 for notices, consent, or modifications. For the notices, consent, and modifications in Sections 6, 12, 23, and Sections 27 through 30, the terms "writing" and "written" means either a physically tangible document or an electronic document that satisfies the requirements in Livermore Municipal Code Section 2.64 Electronic Signatures.

28. Entire Agreement; Modification. This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the Services. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City can be used in place of the original for all purposes with the same effect as if it was the original.

29. Notice. Notices under this Agreement must be delivered to the addresses below by deposit in the United States mail or by overnight delivery service, with postage prepaid and delivery confirmation, with a courtesy copy delivered by email to the email addresses below:

TO CITY:	Attention: Dennis Aberion City of Livermore / Community Development 1052 South Livermore Avenue Livermore, CA, 94550 dsaberion@livermoreca.gov
Email:	purchasing@livermoreca.gov accountspayable@livermoreca.gov CityAttorney@livermoreca.gov
TO CONSULTANT:	Attention: Carrie L. Rodriguez BSK Associates 399 Lindbergh Avenue Livermore, CA, 94551 United States
Email:	crodriguez@bskassociates.com

30. Waiver. Failure to insist upon the strict performance of any term or condition in this Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party.

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31. Severability. If a court of competent jurisdiction determines a provision in this Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

32. Survival. The terms, conditions, and obligations in Sections 2, 8 through 11, 23, 24, 30, and 31 through 33 shall survive the completion or termination of this Agreement.

33. Jurisdiction and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, claim, or legal action of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda or in the United States District Court for the Northern District of California.

34. Electronic Signatures. By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications and to utilize electronic signatures in lieu of using paper documents pursuant to Livermore Municipal Code section 2.64 *Electronic Signatures* and all other applicable laws. You are not required to sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

35. Counterparts. This Agreement may be executed and delivered in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email, or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals and shall be valid and effective for all purposes.

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Signatures and Exhibit List on the Next Page

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In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date set forth in the first paragraph of this Agreement, which is the date that this Agreement was signed on behalf of City after it was signed by Consultant.

CONSULTANT: **Dated:**

DocuSigned by:
Tim Rodriguez
95FFB89418EB4A8...

6/17/2026 | 11:21 AM PDT

Tim Rodriguez
Chief Operating Officer

CITY OF LIVERMORE: **Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F65715704E2...

Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5F7D34BB6A748A...

Risk Manager/Analyst

Exhibits:

Exhibit A – *Scope of Work*
Exhibit B – *Fee Schedule*
Exhibit C – *Insurance Requirements*

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EXHIBIT "A"

SCOPE OF SERVICES

GEOTECHNICAL ENGINEERING & MATERIAL TESTING CONSULTING SERVICES, AND CONSTRUCTION INSPECTION & ADMINISTRATION SERVICES ON AN ON-CALL BASIS

The Consultant shall provide the City with professional geotechnical engineering and material testing services, and construction inspection and administration services on public projects, private developments and miscellaneous encroachment permits within the public right of way to ensure compliance with the specifications where public improvements are being constructed, on an on-call basis for a period of five years.

At the request of the City, the Consultant may perform the following work:

- Quality assurance testing on trench backfill, roadway embankments, pavements, and subgrades being performed in accordance with City approved plans and specifications and/or issued encroachment permits, all as per City Standard Details and Specifications, Caltrans Standard Specifications and Test Methods or as otherwise specified.

- Geotechnical investigative work, in relation to City streets and City structures. Federal Highway Projects will be required to meet the attached (Attachment 2) City's Quality Assurance Program for Federal Highway Projects. Some investigative work requested may be in relation to aspects of concern where proposed City Buildings and related facilities may be constructed (such as, determinations of physical characteristics of soils at sites, including those parameters relating to particular design considerations). The Consultant may be asked to prepare soils reports for various City infrastructure projects or perform environmental site assessments for various properties.

- Investigative work to determine remediation and alternative plans primarily where field conditions don't match original design parameters or the construction detail is precluded by field conditions or specification compliance may be unachievable or where designs may have been found to be inadequate during or after construction.

- Special inspections as required by Chapter 17 of the 2025 Edition of the California Building Code, including welding, post tension, concrete, reinforcement steel. Special Inspectors must be recognized by the Special Inspection Joint Review Committee. See attached "Building Department handout" for additional information relating to Special Inspection.

- Environmental site assessments and reconnaissance, including but not limited to asbestos, PCB, and lead abatement. Development of environmental abatement specifications. Ability to monitor friable asbestos and other hazardous materials during demolition, and provide inspection reports

- Coatings inspection and testing at City facilities including the Water Reclamation Plant.

- Hazardous material testing and/or survey for the classification of excavation and off-haul material and soils for various sites.

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- SWPPP inspections and reporting. Develop SWPPP plans for construction projects and site monitoring.

- Quality assurance testing for paving and grading, and structures.

- Materials sampling & testing including but not limited to concrete, structural steel, fire proofing, post tension, asphalt concrete, aggregates, soils, coating & paints.

- Soils reports & investigations to determine soil structural characteristics, porosity, and stability. Develop geotechnical corrective recommendations when field conditions vary from the soil reports.

- Environmental testing of soils, groundwater, and gases as necessary for the development of soils management plans.

- Provide full-time construction inspection and contract administration for public works projects, private developments, and encroachment permits.

  Responsibilities may include, but not limited to:

  - Provide full-time inspection services necessary to monitor and inspect the methods, workmanship and materials used by the contractor to assure compliance with the City's contract documents and any environmental permits.
  - Prepare daily inspection reports and collect photos documenting the contractor's daily activities.
  - Provide general monitoring and documentation of the contractor's compliance with health and safety on the project. Note: the contractor is responsible for ensuring the safety of their crews, all subcontractors, general site safety, and the public.
  - Routinely monitoring all contractor traffic control is implemented per approved traffic control plans and inspect detour and construction signing to ensure public safety.
  - Measure and track project quantities.
  - Track T&M work.
  - Attend pre-construction and/or weekly construction meetings.
  - Inspecting BMPs and ensuring SWPPP compliance.
  - Performing routine contract administration duties.
  - Conducting occasional public outreach.

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City of Livermore Quality Assurance Program

1.0 Purpose

This Quality Assurance Program (QAP) is a sampling and testing program that will provide assurance that the materials and workmanship incorporated into the City's street and highway construction projects are in conformance with the contract specifications. The main elements of the QAP are procedures for:

- Acceptance Testing (AT)
- Independent Assurance Sampling and Testing (IAST)
- Testing of Manufactured Materials

2.0 Applicability

This QAP applies to MAP21 funded (Federal aid) local agency projects off the National Highway System (NHS).

2.1 On-NHS system projects are governed by Caltrans' FHWA-approved QAP, found in Section 16.14 of the Local Assistance Procedures Manual, Chapter 16 – Administer Construction Contracts, Section 14 – Quality Assurance Program ("LAPM-16.14").

2.2 Off-NHS system, Federally funded projects are governed by the procedures in this City of Livermore QAP. Use of this QAP is mandatory for Federal-aid projects and its use is at the discretion of the City of Livermore's staff for other City street and highway projects. This local QAP is based upon the requirements for local QAPs contained in the aforementioned Section 16.14. Federally funded projects that mix on-and off-NHS sites should utilize the Caltrans QAP.

3.0 Approval

This local QAP has been approved by the City of Livermore City Engineer, who is a registered Civil Engineer in the State of California. It shall be kept on file and available for Caltrans review.

4.0 Testing Required.

This local QAP describes procedures for three types of required testing, described as follows:

a. Acceptance Testing – procedures for regular testing of materials entering a construction project to verify that the materials, or products, comply with contract specifications or standards.

b. Independent Assurance Sampling and Testing – procedures to verify that acceptance testing is being performed correctly by:

1) Verifying that equipment used for acceptance testing is properly calibrated and in good working condition.
2) Witnessing sampling and testing by the Acceptance Tester.
3) Splitting material samples and comparing the test results between the Acceptance Tester and Independent Assurance Sampler and Tester.

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c. Testing of Manufactured Materials – procedures for inspecting, accepting and testing of manufactured and prefabricated materials either by source inspection, job site inspection, or certificate of compliance.

5.0 General Procedures and Requirements.

Conduct of the sampling and testing shall follow these general procedures:

5.1 **Construction Documents.** Because the City does not provide it's own testing and inspection of materials, provision of such services must be arranged prior to advertising a project and addressed appropriately in the construction documents.

5.2 **Sampling and Testing Options.** The City may select from the following sources to perform sampling and testing:

- Another agency's laboratory
- Caltrans' laboratory
- Private consultant laboratory

Non-Caltrans laboratories shall have a QAP that meets LAPM-16.14 requirements.

5.3 **Engineering Charge.** All laboratories shall be under the responsible engineering management of a California registered professional engineer who shall certify results of tests performed under his supervision.

5.4 **Contractor Influence.** The contractor shall not select or exercise any authority over the laboratory utilized.

5.5 **Certification of Laboratory Personnel**. The certification requirements of LAPM-16.14 shall apply. Generally:

- Current certification is required for the following sampling and testing personnel: construction management/inspection, local agency, consultant laboratory and their subconsultants.

- For on-NHS projects, certification shall be a "Certificate of Proficiency for an Acceptance Tester" (MR-0111), issued to an individual by the Caltrans District Materials Engineer or his designee, based either on Caltrans training, or on submittal of evidence of non-Caltrans training, experience or certification such as the "National Institute for Certification in Engineering Technologies" (NICET).

  For off-NHS projects, certification of personnel for AT and IAST shall be either Caltrans (MR-0111 or MR-0100), NICET, or similar certificate acceptable to the City Engineer.

- Certificates for personnel on a project shall be retained in the Resident Engineer's (RE) project files.

- Sampling and testing by an uncertified person is acceptable only in extreme, unforeseen emergencies, upon assurance by the Resident Engineer that the uncertified person is competent to perform the work.

5.6 **Laboratory Equipment Calibration.** The City shall obtain documentation of consultant laboratory's calibration of its equipment in accordance with LAPM-16.14 and nationally

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recognized calibration standards. The laboratory is responsible for performing the calibrations and providing such records to the City. Calibration records shall be provided to the Caltrans District Materials Engineer upon request.

Calibration of laboratory equipment and field test equipment (e.g. sand cones, scales, moisture test, slump cones, air meters) shall occur prior to use on a construction project and on regular, appropriate intervals not exceeding one year.

5.7 **Cost Recovery.** Materials testing and sampling costs are eligible to be charged to the construction engineering phase of the project.

5.8 **Compliance.** Failure to comply with the local agency QAP may result in loss of Federal funds.

5.9 **Records.** City's QAP and consultant's QAP material records of samples and tests, material releases, and certificates of compliance for a project shall be incorporated into the RE's project file. For Federally funded projects, records shall be retained for a period of three years.

5.10 **Project Certification.** Upon project completion, the RE shall complete and sign a "Materials Certificate" (Caltrans LAPM Exhibit 17-G). The Certificate shall be submitted to the Caltrans Local Assistance Engineer (for Federally funded projects) and retained in the project construction files. All non-conforming materials must be explained and justified on the Certificate.

6.0 Acceptance Sampling and Testing

6.1 **Definition.** Acceptance Testing ("AT") is defined as regular testing of materials entering a construction project to verify compliance with contract specifications or standards.

6.2 **Timing.** Sampling should begin as soon as materials are placed on a project. Testing should be performed promptly to enable data evaluation and necessary measures to be taken by the RE and contractor.

6.3 **Test Methods.** Both California and American Society of Testing and Materials (ASTM) test methods are acceptable.

6.4 **Frequency.** Sampling and testing shall occur in accordance with Caltrans' "Frequency Tables" (LAPM Exhibit 16-R), except as modified in writing by the City Engineer for a specific project. The tables are intended as a guide; the actual quality of materials tested may justify decreasing or increasing the frequency of subsequent similar samples and tests.

6.5 **Tests to be Performed.** The tests to be performed shall be in accordance with Caltrans "Frequency Tables" (LAPM Exhibit 16-R), and the Caltrans Standard Specifications as modified by the project Special Provisions, except as modified in writing by the City Engineer.

As a guideline, the following tests comprise a minimum scope for commonly used materials:

Aggregate Base – Sieve Analysis, Sand Equivalent, R-value, and Durability for each new source

Aggregate Subbase – Sieve Analysis, Sand equivalent, and R-Value

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Asphalt Concrete – Sieve Analysis for aggregate sampled at the plant. Asphalt content, Maximum Density, and In-Place Density for AC sampled at the site. (A Certificate of Compliance may be accepted for Liquid Asphalt).

Soil – Maximum Density, In-Place Density (relative Compaction) at the site.

Concrete – Sieve analysis for aggregate sampled at the plant. (A Certificate of compliance may be accepted for aggregate Cleanliness, aggregate Sand Equivalent, Admixtures, and Portland Cement concrete.) Compressive Strength (Cylinders).

6.6 **Test Result Reporting Guidelines.** Results should be submitted to the RE within 3 working days of sampling, or as dictated by the construction schedule. Results may be expedited by using fax, telephone, or e-mail.

6.7 **Summary Logs.** "Material Testing Summary Logs" shall be maintained by the RE for each material requiring multiple sampling and testing. Log data shall include station location, test sample depth, approximate quantity of sample material, test result, and tester.

6.8 **Minor Quantities.** Relatively minor quantities of materials from a known, reliable source may be accepted without testing if:

a. The RE performs visual examination of materials, or

b. The manufacturer or supplier certifies that the material furnished complies with specification requirements

Such records of acceptance shall be placed in the RE's project files with related inspection notes.

Examples of maximum "minor quantities" include (from LAPM–16.14):

- Aggregates used for other than Portland Cement concrete: 100 tons per day or 500 tons per project.
- Bituminous mixtures: 50 tons per day or 500 tons per project.
- Bituminous material: 100 gallons per project
- Paint: 20 gallons per project.
- Non-reinforced or clay pipe: 100 lineal feet.

6.9 **Re-testing.** Failing test results require re-testing to isolate the failed area. The Log Summary shall cross-reference the retest to the initial failed test.

7.0 Independent Assurance Sampling and Testing (IAST)

7.1 **Definition.** The purpose of these procedures is to verify that Acceptance Testing is being performed correctly and reliably, and to ensure that equipment is properly calibrated.

7.2 **Applicability.** IAST procedures are required for Federally funded projects on and off the NHS system. For on – NHS projects, LAPM-16.14 procedures apply. For off - NHS projects, the City will verify that its consultant laboratory's QAP includes IAST procedures for "testing its own

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testers". IAST procedures are optional, and may be required at the discretion of the City Engineer, for non-Federally funded projects.

7.3 **IAST Testers.** Only persons holding an Independent Assurance Sampler Tester Certificate (Caltrans Form MR-0100) may perform IAST. These may include individually certified Caltrans or City REs, laboratory personnel or consultant testers. Testers shall be free of conflict of interest if also performing other testing work.

7.4 **Frequency of IAST.** The IAST frequency shall be as specified in the consultant laboratory's QAP for each project where IAST is required.

8.0 Testing of Manufactured and Assembled Materials.

8.1 **Definition.** This procedure provides methods for inspecting, accepting, and testing materials that are manufactured or prefabricated off the project site.

8.2 **Certificate of Compliance.** The City may accept manufactured products, materials, or assemblies if accompanied by a Certificate of Compliance, provided they do not involve structural integrity or public safety. Such Certificate shall be signed by the manufacturer and shall state that materials and workmanship conform to the specific project specifications.

8.3 **Source Inspection.** As an alternative to a Certificate of Compliance, the City or it's consultant, may request Caltrans to do a Source Inspection in accordance with LAPM-16.14 procedures.

8.4 **Applicable Materials.** Contract documents shall specify which materials require a Certificate of Compliance (or optional Source Inspection). Typical materials are listed in LAPM Exhibit 16-T.

8.5 **Responsibility.** The Resident Engineer shall ensure that Certificates are furnished with material deliveries and are kept in the RE's project file.

8.6 **Documentation.** The certified material's lot number and project number shall be identified on the certificate and on lot tags or stenciled on the material. In addition, this data shall be referenced on the inspector's daily logs and laboratory reports.

8.7 **Re-testing.** Certified materials may be sampled and tested again on the job site, and rejected for cause whether in place or not.

Local Agency
Approval

1/9/15

Ms. Cheri Sheets, P.E.
City Engineer
City of Livermore



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BSK Associates - Schedule of Fees - July 1, 2026 to June 30, 2027 - ~~EXHIBIT B~~ EXHIBIT A

PERSONNEL RATES

Escalation: The prices noted below are subject to an increase of 5% annually, effective July 1 of each year following the initiation of a services agreement.

PROFESSIONAL STAFF					
Principal	$	314.00	Seismic GIS	$	243.00
Senior Professional / Senior Associate	$	276.00	GIS Specialist	$	210.00
Project Professional II / Associate II	$	259.00	Information Specialist II	$	198.00
Project Professional I / Associate I	$	221.00	Information Specialist I	$	176.00
Staff Professional III	$	193.00	CAD	$	132.00
Staff Professional II	$	171.00	Litigation support	1.5x standard rate	
Staff Professional I	$	155.00	Deposition / Trial	2.0x standard rate	
Project Administrator / Project Controls Specialist	$	122.00			
Administrative Assistant / Dispatcher	$	110.00			

TECHNICAL STAFF - FIELD AND LABORATORY (NON-PREVAILING WAGE)				
Non-Destructive Inspection/Testing	$	201.00	***BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES***	
Special Inspector	$	174.00	Field Work from 0 to 4 hours	Bill 4 hours
Engineering Technician	$	166.00	Field Work from 4 to 8 hours	Bill 8 hours
Technician	$	160.00	Field Work over 8 hours / Saturdays	Bill time and a half
Ground Penetrating Radar Scanning Technician	$	400.00	Sundays, holidays and over 12 hours	Bill double time
Core Drilling Technician	$	311.00	Night Shift (Shift commencing after 2pm / before 4am)	Base Rate x 12.5%
Floor Flatness Testing Technician	$	267.00	Show-up time (no work performed)	Bill 2 hours
Sample Pickup / Transportation / Delivery	$	152.00	Sampling or cylinder pickup, minimum charge	Bill 2 hours
Laboratory Technician	$	148.00		

NORTHERN CA PREVAILING WAGE LABOR RATES				
Group 1 - Special inspector	$	236.00	***BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES***	
Group 2 - Special Inspector	$	230.00	Field Work from 0 to 4 hours	Bill 4 hours
Group 3 - Engineering Technician	$	202.00	Field Work from 4 to 8 hours	Bill 8 hours
Group 3 - Geotechnical Professional	$	202.00	Field Work over 8 hours / Saturdays	Bill time and a half
Group 3 - Environmental Professional	$	248.00	Sundays, holidays and over 12 hours	Bill double time
Group 4 - Technician	$	179.00	Night Shift (Shift commencing after 2pm / before 4am)	Base Rate x 12.5%
			Show-up time (no work performed)	Bill 2 hours
			Sampling or cylinder pickup, minimum charge	Bill 1 hour

REIMBURSABLES	
Per Diem (as required)	Quote / $250 min.
Subconsultant Services	Cost + 15%

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BSK Associates - Schedule of Fees - July 1, 2026 to June 30, 2027 - ~~EXHIBIT B~~ EXHIBIT A

SOFTWARE AND EQUIPMENT

Escalation: The prices noted below are subject to an increase of 5% annually, effective July 1 of each year following the initiation of a services agreement.

ANALYSIS SOFTWARE USAGE FEES

gINT (software)	$	71.00	Slide (software)	$	140.00
LPile (software)	$	71.00	Settle3D (software)	$	140.00
APile (software)	$	71.00	Cpet-IT (software)	$	71.00
SHAFT (software)	$	71.00	LiqSVs (software)	$	71.00
GROUP (software)	$	140.00	ArcGIS (software)	$	71.00
Cliq (software)	$	71.00	Surfer (software)	$	71.00
LiquefyPro (software)	$	71.00	Seep/W (software)	$	140.00
LiqIT (software)	$	71.00			

EQUIPMENT

			10' PVC Blank - 2"(Each)	$	29.00
Skidmore Wilhelm Calibrator (Day)	$	78.00	10' PVC Blank - 4: (Each)	$	68.00
NDT Weld Testing Equipment - UT/MT/PT (Day)	$	78.00	10' PVC Screen - 2" (Each)	$	46.00
Proof Load Testing Equipment (Day)	$	78.00	10' PVC Screen - 4" (Each)	$	92.00
Torque Wrench (Day)	$	78.00	5' PVC Blank - 2" (Each)	$	20.00
GPR Scanning Equipment (Day)	$	358.00	5' PVC Blank - 4" (Each)	$	59.00
Rebar Locator/Pachometer (Day)	$	141.00	5' PVC Screen - 2" (Each)	$	29.00
Coring Equipment (day)	$	265.00	5' PVC Screen - 4" (Each)	$	76.00
Relative Humidity Meter (Day)	$	78.00	55 Gallon Drum (Each)	$	138.00
Moisture Emission Test Kit (Each)	$	53.00	6 "x 5' Steel Monument Cover (Each)	$	326.00
Wood Moisture Meter (Day)	$	78.00	Air Indicators (Each)	$	59.00
Air Meter (Concrete)	$	78.00	Combustible Gas Indicator (Day)	$	87.00
Laptop (Day)	$	83.00	Disposable Bailer (Each)	$	16.00
Document Scanner (Day)	$	36.00	HydroPunch Tip (Each)	$	27.00
Vehicle/Truck Charge (Day)	$	151.00	Lantec GEM 500 (Day)	$	285.00
Hand Auger (Day - Environmental)	$	175.00			
Hand Auger (Day - Geotechnical)	$	300.00	Locking Cap - 2" (Each)	$	27.00
Seismograph (Day)	$	350.00	Locking Cap - 4" (Each)	$	56.00
Hand-held GPS (Day)	$	107.00	Silicone Tubing (Foot)	$	9.00
Slope Inclinometer Probe (Each)	$	551.00	Tedlar Vapor Bags (Each)	$	34.00
Double Ring Infiltrometer (Day)	$	600.00	Bottom Cap (Each)	$	12.00
Drilling Kit - Paint/Stakes/Lath (Each)	$	38.00	Disposable Purge Pump Tubing (Foot)	$	2.00
Drilling Supplies (Tubes / Caps)	$	450.00	Bison Resistivity Meter (Day)	$	224.00
Sample Sleeve w/ Caps/Teflon 6" (Each)	$	15.00	Chem Grout Pump (Day)	$	146.00
Manometer (Day)	$	272.00	DC Purge Pump (Day)	$	74.00
Generator	$	116.00	Development Pump and Controller (Day)	$	102.00
Power Auger	$	116.00	Dissolved Oxygen Meter (Day)	$	88.00
AC Cold Patch (Each)	$	21.00	Grundfos Converter (Day)	$	98.00
Bentonite Grout (Bag)	$	29.00	HydroPunch II (Each)	$	350.00
Bentonite Medium Chips (Bag)	$	27.00	Interface Meter (Each)	$	131.00
Bentonite Pellets (Bucket / Bag)	$	208.00	Kemmer Sampler (Day)	$	50.00
Bentonite Powder (Bag)	$	17.00	ORP Meter (Each)	$	93.00
Filter Sand (Bag)	$	16.00	Sample Pump (Day)	$	140.00
Portland Cement (Bag)	$	21.00	Scanning Equipment (Day)	$	141.00
Ready Mix (Bag)	$	20.00	Water Level Data Logger (Day)	$	108.00
Padlocks (Each)	$	29.00	Telescopic Wastewater Sampler (Day)	$	74.00
pH/EC/Temperature Meter (Day)	$	83.00	SVE System (Month)	$	1,544.00
PID/OVA (Day)	$	166.00	Combustible Gas Meter (Day)	$	265.00
Steam Cleaner (Day)	$	153.00	Water Meter (Day)	$	71.00
Turbidity Kit (Day)	$	93.00	Flow Monitoring Equipment (Day)	$	428.00
Water Sample Filters (Each)	$	30.00	Liquid Proportional Sampling Equipment (Day)	$	435.00
Well Sounder (Day)	$	66.00	Gas Detector Pump (Each)	$	50.00
Well Vault Traffic Rated Box (Each)	$	153.00	Landfill Gas Chromatograph (Day)	$	287.00
Bollards (Each)	$	131.00	Support Truck (Day)	$	287.00
Air Compressor (Day)	$	78.00	Sound Level Meter (Each)	$	45.00
Continuous Core Sampler (Day)	$	358.00	Water Level Transducers (Each)	$	17.00
4" Disposable Bailers (Each)	$	27.00	Multiparameter Env Water Meter (Day)	$	195.00

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BSK Associates - Schedule of Fees - July 1, 2026 to June 30, 2027 - EXHIBIT A

MATERIALS LABORATORY TESTS

Escalation: The prices noted below are subject to an increase of 5% annually, effective July 1 of each year following the initiation of a services agreement.
Standard Rate Applies to Normal Testing Schedule. Rush Order Turnaround Time Charged at 1.5 x Standard Unit Rates.

SOILS & AGGREGATES

Modified or Standard Proctor - 4" or 6" Mold (ASTM / AASHTO)	$ 353.00	% Crushed Particles / Fractured Particles (CT 205/AASHTO T335)	$ 229.00
Proctor with Oversize Material (ASTM / AASHTO)	$ 441.00	% Flat & Elongated (ASTM D4791)	$ 175.00
Proctor Check Point (All Methods)	$ 120.00	Minus 200 Wash/Aggregate (ASTM C117)	$ 116.00
Caltrans Maximum Wet Density (CT 216)	$ 298.00	Sieve Analysis w/ Wash (ASTM C136 / CT 202 / AASHTO T27)	$ 237.00
Minus 200 Wash Soil (ASTM D1140)	$ 116.00	Sieve Analysis - Coarse Only (ASTM C136 / CT 202 / AASHTO T27)	$ 116.00
Moisture Content of Soils (ASTM D2216)	$ 49.00	Coarse Specific Gravity / Absorption (ASTM C127/CT 206/AASHTO T85)	$ 221.00
Plasticity Index (ASTM D4318)	$ 305.00	Fine Specific Gravity / Absorption (ASTM C128/CT 207/AASHTO T84)	$ 221.00
Expansion Index of Soils (ASTM D4829)	$ 327.00	Sand Equivalent (ASTM D2419 / CT 217 / AASHTO T176)	$ 175.00
Collapse Potential of Soils (ASTM D2435)	$ 284.00	Durability Index (ASTM D3744 / CT 229 / AASHTO T210)	$ 348.00
Organic Impurities (ASTM C40 / CT 213)	$ 116.00	Abrasion by LA Rattler, Large Size (ASTM C535)	$ 397.00
Tube Density & Moisture Content of Soil (ASTM D2216, D2937)	$ 60.00	Abrasion by LA Rattler, Small Size (ASTM C131/CT 211/AASHTO T96)	$ 327.00
Visual Classification (ASTM D2488)	$ 60.00	Cleanness Value of Aggregate (CT 227)	$ 250.00
Hydrometer (ASTM D422 / CT 203)	$ 331.00	Aggregate Wt pcf Compacted (ASTM C 29)	$ 123.00
Double Hydrometer (ASTM D4221)	$ 435.00	Gradation-Rip Rap - Per Sieve (D5519-Method A)	$ 313.00
Fina Agg. Angularity / Uncompacted Voids (CT 234 / AASHTO T304)	$ 154.00	Sodium Sulfate Soundness-Min. Charge (ASTM C88/CT 214/AASHTO T104)	$ 485.00
Sand Density Calibration (ASTM D1566)	$ 243.00	Sodium Sulfate Soundness-Per Sieve (ASTM C88/CT 214/AASHTO T104)	$ 154.00
Minimum Resistivity of Soils (CT 643)	$ 195.00	R-Value of Soils (CT 301)	$ 497.00
Consolidation (ASTM D2435) w/ 2 Time Rates	$ 581.00	Soil Cement Compression - Set of 3 (ASTM D1633)	$ 331.00
Consolidation (ASTM D2435) w/ No Time Rates	$ 386.00	CIR / FDR Compressive Strength Testing - Set	$ 331.00
Unconfined Compressive Strength, Soil (ASTM D2166)	$ 154.00	CIR / FDR Sample Preparation / Compaction - Set	$ 303.00
Remolded Consolidation (ASTM D2435)	$ 491.00	CBR (ASTM D1883/AASHTO T-180)	$ 1,379.00
Minimum Index Density Soils (ASTM D4254)	$ 96.00	Preparation/Compacting of Soil Stabilization Samples (Lime/Cement) Set of 3	$ 520.00
Direct Shear Remolded (ASTM D3080)	$ 364.00	Soluble Sulfate Chloride & Sulfide	$ 181.00
Direct Shear (ASTM D3080)	$ 305.00	pH Sulfate & Chloride	$ 91.00
Remolded Direct Shear (ASTM D3080)	$ 364.00	% Lumps/Friable Particles (ASTM C142)	$ 112.00
Remolded Flexwall Perm (ASTM D5084)	$ 776.00	% Organics in Soil (ASTM D2974)	$ 190.00

HOT MIX ASPHALT

JMF Mix Design, Superpave / Caltrans	$ 12,430.00	Bitumen Content - Ignition (ASTM D6307 / CT 382 / AASHTO T308)	$ 311.00
JMF Verification - HMA - Superpave / Caltrans / BMD	$ 7,203.00	Oil Content Correction Factor (ASTM D6307 / CT 382 / AASHTO T308)	$ 723.00
JMF Production Startup - Superpave / Caltrans / BMD	$ 6,701.00	Gradation from Extraction (ASTM D5444 / AASHTO T30)	$ 300.00
RAP Material Testing - Additional Fee	$ 872.00	Bulk Specific Gravity - Each (CT308 / AASHTO T275 / ASTM D2726)	$ 88.00
Rubberized RHMA Material - Additional Fee	$ 2,011.00	Max Specific Gravity - Rice Method (ASTM D2041 / CT 309 / AASHTO T209)	$ 348.00
JMF Mix Design, HVEEM	$ 4,300.00	Volumetric Calculations (VMA, VFA, DP, AV, Eff. Calcs)	$ 74.00
JMF Mix Design, Marshall	$ 5,101.00	Moisture Content of Asphalt (CT 370 / AASHTO T329)	$ 91.00
Open Graded Asphalt Optimum Bitumen Content (CT 368)	$ 3,070.00	Film Stripping	$ 123.00
Gyratory Compaction - Set of 3 (AASHTO T312)	$ 464.00	Compaction/Preparation of HMA Briquette (CT 304)	$ 305.00
Hamburg Wheel Track (AASHTO T324 / CT 389)	$ 2,756.00	Stabilometer Value - Set of 3 (CT 366)	$ 386.00
Tensile Strength Ratio (CT 371 / AASHTO T283)	$ 1,521.00	Lab Mixed TSR - Moisture Induced Damage (AASHTO T283 / CT 371)	$ 2,040.00
Marshall Maximum Density - Set of 3 (ASTM D6926)	$ 405.00	Calculated AC Maximum Density (CT 367)	$ 138.00
Marshall Stability & Flow - Set of 3 (ASTM D6927)	$ 348.00	Thickness Determination of AC Cores	$ 29.00
Draindown Characteristics of HMA (ASTM D6390 / AASHTO T305)	$ 350.00	Indirect Tensile Strength of Compacted HMA (ASTM D6931)	$ 350.00
Cracking Index Test (Ideal-CT) (ASTM D8225)	$ 450.00	Ideal Rut Test (Ideal-RT / Ideal-HT) (ASTM D8360)	$ 450.00
		Aggregate Correction Factor (ASTM D6307 / CT 382 / AASHTO T308	$ 650.00

CONCRETE & MASONRY

Compression Test Concrete - Per Cylinder (ASTM C39)	$ 39.00	Flexural Test per Beam (ASTM C78 / CT 523)	$ 124.00
Compression Test Concrete - Set of 4/5 (ASTM C39)	$ 189.00	Linear Shrinkage - Set of 3 (ASTM C157)	$ 551.00
Compression Test of Core (ASTM C42)	$ 84.00	Unit Weight Lt Wt Concrete	$ 78.00
Compressive Strength of Shotcrete Panel	$ 441.00	Splitting Tensile Strength of Concrete (ASTM C496)	$ 166.00
Compression Test Composite CMU Prism (1)	$ 229.00	Compressive Strength CMU Block (ASTM C140)	$ 265.00
Compression Test Grout (Set of 4)	$ 167.00	Comp. Strength, SG, & Abs. of CMU - Per Block (ASTM C140)	$ 305.00
Compression Test Mortar (Set of 3)	$ 152.00	Masonry Linear Shrinkage (ASTM C426)	$ 559.00
Compression Test Cellular Concrete / CLSM (Set of 5)	$ 230.00	Masonry Core Shear Test (Title 24)	$ 260.00

METALS & FIREPROOFING

Tensile & Bend of Rebar #3-11	$ 205.00	Brinell Hardness of Steel (ASTM E10)	$ 138.00
Slip and Tensile Rebar Couplers (CT 670)	$ 298.00	Rockwell Hardness of Steel (ASTM E18)	$ 138.00
Bolt Proof & Ultimate Load - Each	$ 125.00	Face Bend of Steel Coupon	$ 84.00
Bolt Hardness - Set of 3	$ 236.00	Root Bend of Weld Coupon	$ 84.00
Nut Proof Load - Set of 3	$ 236.00	Side Bend of Weld Coupon	$ 84.00
Nut Hardness - Set of 3	$ 236.00	Tensile Test of Steel Coupon	$ 116.00
Washer Hardness - Set of 3	$ 236.00	Bend Test of Steel Coupon	$ 100.00
Dry Density Fireproofing (ASTM E605)	$ 131.00	Adhesion / Cohesion Fireproofing Materials	$ 175.00

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EXHIBIT C

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $3,000,000 per occurrence/**$6,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".
4. Professional Liability/Errors and Omissions:
   $3,000,000 per claim. Consultant/Contractor warrants that any retroactive date under this policy shall precede the effective date of this contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

Deductibles and Self-Insured Retention

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated

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volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.

2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

Consultant/Contractor shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

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EXHIBIT A

THIS FORM IS TO BE COMPLETED BY CITY STAFF ONLY

CITY OF LIVERMORE
DETERMINATION OF CONFLICT OF INTEREST
REPORTING FOR CONSULTANTS

Consultant Name (include name of specific person doing work if known).

BSK Associates

Contract/Project Title.

Contract No. 25-1089

Brief Description of work to be done, or final product, and how it will be used.

provide professional geotechnical engineering, materials testing, special inspections, & construction inspection services

Is the Consultant making, participating in making, or influencing a governmental decision?	Yes [ ]; No [✔].
Is the Consultant performing work that could or would be done by an employee identified in the City of Livermore Conflict of Interest Code?	Yes [ ]; No [✔]. If YES, please identify the title for the designated employee:

Completed by Department Head Signature: Signed by: Brent C Smith AB20CC585F954B1... Date: 6/17/2026 | 1:24 PM PDT

City Attorney Determination:

Disclosure: [ ] None [ ] Category 1 [x] Category 2 [ ] Category 3 [ ] Category 4

Name and address of each individual subject to reporting requirements:

Carrie Rodriguez, see page 9 of agreement

Comments:

Role similar to existing disclosure categories and making discretionary decisions foreseeably impacting public financial interests

Assistant/City Attorney Signature: Signed by: Katherine Mirassou D48B6A0C4F27411... Date: 6/18/2026 | 1:32 PM PDT

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PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 20 , by and between the City of Livermore ("City"), a municipal corporation, and Twining, Inc ("Consultant"), a(n) California Other.

RECITALS

City requires professional on-call geotechnical engineering, materials testing, special inspections, and construction inspection and administration services.

Consultant represents and warrants that it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges City has relied upon these representations and warranties as inducement to award this Agreement to Consultant.

AGREEMENT

NOW, THEREFORE, City and Consultant hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. **Retention as Consultant.** City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the Services described and defined below in Section 3 *Description of Services* subject to the terms and conditions in this Agreement.

2. Relationship of Parties – Independent Contractors.

(a) The relationship of the parties shall be that of independent contractors. Consultant is and shall at all times remain as to City a wholly independent contractor during the term of this Agreement.

(b) Consultant and its personnel performing the Services on behalf of Consultant are not City officers or employees. Consultant's personnel shall at all times be under Consultant's exclusive direction, control, supervision, and management. Consultant, at its own cost and expense, is responsible for all workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the Services by Consultant's personnel.

(c) Consultant and its personnel providing the Services shall not qualify for or become entitled to, and hereby waive any claims to, any compensation, benefit, or any incident in employment by City, including but not limited to enrollment in the California Public Employees Retirement System (PERS) as an employee of City and any entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

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(d) Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, and shall have no authority, express or implied, to bind City to any obligation whatsoever.

3. Description of Services. Consultant shall provide the services described in the recitals and more particularly set forth in Exhibit A Scope of Work, which are collectively defined as "the Services" for the purposes of this Agreement.

4. Consultant's Responsibilities. Consultant, at its own cost and expense, shall:

(a) Coordinate the Services with Dennis Aberion ("Project Manager"), or such other person designated as the Project Manager by City;

(b) At all times faithfully, competently, and diligently perform the Services to the best of its ability, experience, and talent in a courteous manner to the highest industry standards when performing the Services required hereunder. For the purposes of this Agreement the phrase "highest industry standards" means those professional standards recognized by one or more professional consultants performing similar Services under similar circumstances within City's region;

(c) Provide the resources and assign competent Consultant personnel necessary to complete the Services in a timely manner;

(d) Immediately remove and replace, without any cost to City, any member of Consultant's personnel providing the Services to City, in its sole discretion and at any time during this Agreement, directs Consultant to remove and replace, and City agrees to advise Consultant of the reason for the direction for the removal and replacement;

(e) Provide all facilities, goods, materials, and equipment that may be necessary for Consultant's personnel to provide the Services. City may furnish physical facilities such as desks, filing cabinets, and conference space that may be reasonably necessary for Consultant's use for the Services, but in no event shall City be required to furnish any facilities that involve incurring a direct expense such as computer, software, long-distance telephone or other communication charges, vehicles, or document reproduction facilities;

(f) Obtain and keep in effect during the term of this Agreement all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services, including obtaining a business license from the City of Livermore, and keep them all in effect for the term of this Agreement;

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(g) Obtain and complete the appropriate City forms for the City to pay Consultant electronically via the Automated Clearing House (ACH). Those forms may be obtained by email at accountspayable@livermoreca.gov or by calling Accounts Payable staff at (925) 960-4345. If Consultant opts-out of electronic payment, it must likewise complete the appropriate City forms that can be obtained from those same sources for payment by check. The authority granted by those forms will remain in force and effect until the City receives written notification of changes, which changes shall not take effect for at least ten business days to afford City a reasonable opportunity to act;

(h) Provide City with a complete Request for Taxpayer Identification Number and Certification Form W-9 using the form most recently issued by the Internal Revenue Service;

(i) Comply with all applicable state and federal laws, as well as Alameda County and City of Livermore ordinances, regulations, and adopted codes, when providing the Services;

(j) Only invoice City for the Services rendered. Consultant's invoice shall be in writing and describe the Services performed for the payment requested, and if requested by the Project Manager, Consultant shall certify the correctness of any invoice or invoices for Services provided. Consultant shall not submit an invoice to City more frequently than once a calendar month;

(k) Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least three years from the date of City's final payment to Consultant and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Consultant shall make the invoices and records immediately available to City upon delivery of a written request to examine, audit, or copy them at City's place of business during normal business hours. Consultant shall give City 30 calendar-days' written notice prior to destroying the invoices and records and allow City an opportunity to take possession. If City wants to take possession, then Consultant and City shall coordinate delivery of the invoices and records to City in the most efficient manner possible;

(l) Be available to the Project Manager, City staff, and other parties referred to Consultant by the Project Manager to answer questions or inquiries related to the Services or invoices;

(m) Prepare and submit a written report to the Project Manager, within three business-days of the Project Manager's written request, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services;

(n) Correct all errors in the Services. If Consultant fails to make such correction in a timely manner, then City may make the correction and then charge the cost thereof to Consultant or deduct that cost from the compensation payable to Consultant;

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(o) Comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA, when providing the Services; and,

(p) If applicable, Consultant shall ensure that all work for compensation is provided in compliance with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages.

5. Term. The term of this Agreement commences on 07/13/2026, and terminates upon the completion of the Services or 12/31/2031, whichever occurs first.

6. Termination by City. City may terminate any portion or all of the Services by giving Consultant at least 30 calendar-days' written notice. Upon receipt of a termination notice, Consultant shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and Consultant shall then assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Consultant in accordance with and subject to Section 7.

7. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $800,000 ("not-to-exceed amount").

(b) City shall compensate Consultant for the Services rendered at the hourly rates or task amounts set forth in Exhibit B Fee Schedule, and shall reimburse Consultant for travel expenses and other costs that are identified in Exhibit B, up to the not-to-exceed amount.

(c) Consultant and City acknowledge that compensation paid by City to Consultant pursuant to this Agreement is based upon Consultant's estimated costs to provide the Services, including the salaries and benefits paid by Consultant to its personnel. Consequently, Consultant and City further agree that compensation paid by City to Consultant is intended to include the costs of contributions to any pensions or annuities, or both, to which Consultant and its personnel may be eligible, and that City has no responsibility for contributions beyond the compensation paid to Consultant under this Agreement. As provided this Agreement, the hourly rates, task amounts and reimbursement for specified travel expenses and costs in the Fee Schedule are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services, including all taxes Consultant is required to pay.

(d) City shall pay Consultant no later than 30 days after City receives a written invoice from Consultant and verifies the Services were performed for the payment requested.

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(e) City shall pay Consultant via the Automated Clearing House or as otherwise instructed by Consultant pursuant to Section 4(g) above.

8. Ownership of Documents. All drawings, designs, data, photographs, reports and other items prepared or obtained by Consultant in the performance of the Services are City's property and Consultant shall deliver them to City upon demand.

9. Intellectual Property, Copyright, and Right of Use. All items created by Consultant for City under this Agreement are works made for hire, and Consultant shall give City the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Services. Consultant agrees that all aspects of the Services and items created thereby will be original works of creation and will not use, in whole or in part, any work created by any other party, except when expressly disclosed by Consultant to City and Consultant obtains a license to such items for the benefit of City. All licenses must be perpetual, world-wide, non-exclusive, and royalty free sufficient in scope to permit City's full use and enjoyment of its ownership rights in the items created by the Services.

10. Confidentiality. Consultant shall not disclose any confidential or proprietary information received from City to anyone except Consultant's personnel who require access to the information to perform the Services. This obligation shall survive termination and remain in full force and effect until the information, and any copies thereof, are returned to City or confirmed destroyed in a manner satisfactory to City.

11. Defense, Indemnity, and Hold Harmless. To the fullest extent permitted by law, Consultant shall hold harmless, indemnify, and defend with counsel selected by or otherwise acceptable to City, City and its elected and appointed officials, officers, directors, employees, agents, and designated volunteers (collectively "Indemnified Parties") from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively "Liability") of every nature arising out of or in connection with Consultant's performance of the Services, or in connection with Consultant's failure to comply with any of its obligations contained in this Agreement, except for such Liability caused by the sole active negligence or willful misconduct of the Indemnified Parties. Consultant's obligations to hold harmless, indemnify, and defend shall not be excused because of Consultant's inability to evaluate Liability or because Consultant evaluates Liability and determines that Consultant is not liable to the claimant. These obligations are independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement. Consultant must respond within 30 days to the tender of any claim for defense and indemnity by City.

(a) Modification for Construction Contracts. To the extent this Agreement is a "construction contract" covered by California Civil Code section 2782, then Consultant's duty to indemnify shall not apply in a manner prohibited by California Civil Code section 2782.

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(b) Modification for Design Professional Services. To the extent this Agreement is for "design professional services" defined in California Civil Code section 2782.8, then Consultant's duties to defend and indemnify shall only apply to the extent provided for in California Civil Code section 2782.8(a), unless section 2782.8(a) is not applicable for one of the reasons set forth in 2782.8(e)

12. Insurance. Without limiting Consultant's indemnification of the Indemnified Parties, Consultant shall procure and maintain at its own expense during the term of this Agreement policies of insurance in the amounts and under the terms set forth in Exhibit C *Insurance Requirements* against claims and Liability that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Consultant shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

13. Force Majeure; Service Delays. Should Consultant's performance of the Services be obstructed or delayed due to changes in the Services by City, by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain goods, materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then Consultant's time for performance may, at City's sole discretion, be extended for such periods as may be agreed upon by City and Consultant. Nothing in this section restricts City's authority in Section 6 to terminate this Agreement.

14. Acceptance of Final Payment. Consultant's acceptance of final payment will release City from any and all claims and liabilities for compensation under this Agreement.

15. Acceptance of Work. City's acceptance of, or payment to Consultant for, the Services does not release Consultant from its responsibility for the accuracy, completeness, or competency of the Services, nor do the actions constitute an assumption of Consultant's responsibility or liability by City for any defect or error in the Services.

16. Conflict of Interest. Consultant represents that no City employee or official has a financial interest in Consultant. Consultant shall not offer, encourage, or accept any financial interest in any part of Consultant's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between City and a private party, Consultant represents that it has not performed any work for that private party during the twelve-month period prior to the execution of this Agreement, and that it shall not negotiate, offer, or accept any contract for services from that party during the term of this Agreement.

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17. Economic Disclosure. Consultant shall comply with City's local conflict of interest code implementing the California Political Reform Act, and shall prepare and file an economic disclosure statement if the Services involve making, or participation in making, governmental decisions or financial decisions by City that may have a material effect on Consultant's financial interests as determined by the City Attorney's Office. While it is Consultant's sole responsibility to evaluate its conflicts of interest, Consultant nevertheless agrees to prepare and file an economic disclosure statement if requested by City.

18. Levine Act Compliance. California Government Code section 84308 (Levine Act) prohibits City officers from participating in any action related to a contract, license, permit, or entitlement if the officer receives political contributions from a party, or participant, or agent thereof, that totals more than $500 within the twelve months preceding the decision or within the twelve months following the date of the final decision. Consultant shall review and complete as necessary the City's California Levine Act Disclosure Statement that can be obtained from the City Clerk.

19. Use of Recycled Products. If fitness and quality are equal, then Consultant shall utilize recycled products consistent with the City's Environmentally Preferrable Purchasing and Practices Policy, and as defined in California Public Contract Code Section 12200 for the Services, instead of nonrecycled products whenever recycled products are available at the same or a lesser cost than nonrecycled items. Information on recycled materials can be found here:

- Sustainable Purchasing | StopWaste - Home, Work, School
- Reducing Waste at Work | StopWaste - Home, Work, School
- Recommendations of Specifications, Standards, and Ecolabels for Federal Purchasing | US EPA

20. Non-Exclusive Agreement. This Agreement is non-exclusive. City reserves the right to provide, and to retain other qualified consultants to provide, services that are the same or similar to the Services.

21. Business Entity Status. Consultant is responsible for filling all required documents and forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, as well as the California Business and Professions Code and any other state statute, to the extent such requirements apply to Consultant to provide the Services. By entering into this Agreement, Consultant represents that it is: authorized to do business in California; in good standing with the California Secretary of State; and, in good standing with all agencies having jurisdiction over Consultant, including any licensing agencies. If Consultant is a suspended entity at the time it enters into this Agreement, City may take steps to void this Agreement.

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22. Authority to Execute Agreement. Consultant has taken all necessary action to authorize the execution of this Agreement, and expressly represents that the person signing this Agreement on behalf of Consultant has received and accepted the authority to sign and execute this Agreement on behalf of Consultant. Upon the Effective Date, this Agreement shall constitute a legal, valid and binding obligation of Consultant, enforceable against Consultant in accordance with its terms, which authorization is ratified and confirmed upon Consultant's acceptance of the first compensation payment by City.

23. No Subcontracting and No Assignment. Consultant's unique personal competence, experience, specialized personal knowledge, and professional reputation were a substantial inducement to City for the award of this Agreement to Consultant, therefore no part of the Services may be assigned or subcontracted without City's prior written consent. For the purposes of this section, a change of fifty percent or more in the ownership or control of Consultant constitutes an assignment.

24. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, Consultant must present a written claim to City in accordance with Livermore Municipal Code Chapter 3.40 *Claims Administration*.

25. Work Eligibility. Consultant warrants that only personnel authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be provided by Consultant for the performance of the Services.

26. Non-Discrimination. In performance of the Services, Consultant agrees that it will not engage in discrimination in employment of persons because of such person's race, color, religion, sex/gender, gender identity/expression, sexual orientation, marital status, medical condition, military or veteran status, national origin, ancestry, disability, genetic information, age, or any protected classification when providing the Services. Consultant further agrees to comply with all provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in all programs or activities receiving federal financial assistance. Consultant further assures that it will take necessary actions to ensure compliance with these requirements in the performance of this Agreement.

27. Construction of Language.

(a) The terms and conditions in this Agreement have been arrived at through negotiation and each party had a full and fair opportunity to review and revise this Agreement with legal counsel. Any ambiguity in this Agreement will not be resolved against either party as the drafting party. In the event of an inconsistency or conflict between the language in the body of the Agreement and any exhibit hereto, the language in the body of the Agreement controls.

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(b) For the purposes of this Agreement, the terms "writing" and "written" includes electronic documents and communication via email, but not when those terms are used in Sections 6, 12, 23, and Sections 27 through 30 for notices, consent, or modifications. For the notices, consent, and modifications in Sections 6, 12, 23, and Sections 27 through 30, the terms "writing" and "written" means either a physically tangible document or an electronic document that satisfies the requirements in Livermore Municipal Code Section 2.64 Electronic Signatures.

28. Entire Agreement; Modification. This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the Services. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City can be used in place of the original for all purposes with the same effect as if it was the original.

29. Notice. Notices under this Agreement must be delivered to the addresses below by deposit in the United States mail or by overnight delivery service, with postage prepaid and delivery confirmation, with a courtesy copy delivered by email to the email addresses below:

TO CITY:	Attention: Dennis Aberion City of Livermore / Community Development 1052 South Livermore Avenue Livermore, CA, 94550 dsaberion@livermoreca.gov
Email:	purchasing@livermoreca.gov accountspayable@livermoreca.gov CityAttorney@livermoreca.gov
TO CONSULTANT:	Attention: Linas Vitkus, PE, GE Twining, Inc 5027 Commercial Circle Suite G Concord, CA, 94520 United States
Email:	lvitkus@twininginc.com

30. Waiver. Failure to insist upon the strict performance of any term or condition in this Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party.

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31. Severability. If a court of competent jurisdiction determines a provision in this Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

32. Survival. The terms, conditions, and obligations in Sections 2, 8 through 11, 23, 24, 30, and 31 through 33 shall survive the completion or termination of this Agreement.

33. Jurisdiction and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, claim, or legal action of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda or in the United States District Court for the Northern District of California.

34. Electronic Signatures. By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications and to utilize electronic signatures in lieu of using paper documents pursuant to Livermore Municipal Code section 2.64 *Electronic Signatures* and all other applicable laws. You are not required to sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

35. Counterparts. This Agreement may be executed and delivered in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email, or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals and shall be valid and effective for all purposes.

****

Signatures and Exhibit List on the Next Page

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In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date set forth in the first paragraph of this Agreement, which is the date that this Agreement was signed on behalf of City after it was signed by Consultant.

CONSULTANT: **Dated:**

Signed by:
Linas Vitkus
7484004D7D6049C...

6/22/2026 | 1:23 PM PDT

Linas Vitkus, PE, GE
President and Chief Operating Officer

CITY OF LIVERMORE: **Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F657157045F2...

Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5F7D34BB6A748A...

Risk Manager/Analyst

Exhibits:

Exhibit A – *Scope of Work*
Exhibit B – *Fee Schedule*
Exhibit C – *Insurance Requirements*

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EXHIBIT "A"

SCOPE OF SERVICES

GEOTECHNICAL ENGINEERING & MATERIAL TESTING CONSULTING SERVICES, AND CONSTRUCTION INSPECTION & ADMINISTRATION SERVICES ON AN ON-CALL BASIS

The Consultant shall provide the City with professional geotechnical engineering and material testing services, and construction inspection and administration services on public projects, private developments and miscellaneous encroachment permits within the public right of way to ensure compliance with the specifications where public improvements are being constructed, on an on-call basis for a period of five years.

At the request of the City, the Consultant may perform the following work:

- Quality assurance testing on trench backfill, roadway embankments, pavements, and subgrades being performed in accordance with City approved plans and specifications and/or issued encroachment permits, all as per City Standard Details and Specifications, Caltrans Standard Specifications and Test Methods or as otherwise specified.

- Geotechnical investigative work, in relation to City streets and City structures. Federal Highway Projects will be required to meet the attached (Attachment 2) City's Quality Assurance Program for Federal Highway Projects. Some investigative work requested may be in relation to aspects of concern where proposed City Buildings and related facilities may be constructed (such as, determinations of physical characteristics of soils at sites, including those parameters relating to particular design considerations). The Consultant may be asked to prepare soils reports for various City infrastructure projects or perform environmental site assessments for various properties.

- Investigative work to determine remediation and alternative plans primarily where field conditions don't match original design parameters or the construction detail is precluded by field conditions or specification compliance may be unachievable or where designs may have been found to be inadequate during or after construction.

- Special inspections as required by Chapter 17 of the 2025 Edition of the California Building Code, including welding, post tension, concrete, reinforcement steel. Special Inspectors must be recognized by the Special Inspection Joint Review Committee. See attached "Building Department handout" for additional information relating to Special Inspection.

- Environmental site assessments and reconnaissance, including but not limited to asbestos, PCB, and lead abatement. Development of environmental abatement specifications. Ability to monitor friable asbestos and other hazardous materials during demolition, and provide inspection reports

- Coatings inspection and testing at City facilities including the Water Reclamation Plant.

- Hazardous material testing and/or survey for the classification of excavation and off-haul material and soils for various sites.

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- SWPPP inspections and reporting. Develop SWPPP plans for construction projects and site monitoring.

- Quality assurance testing for paving and grading, and structures.

- Materials sampling & testing including but not limited to concrete, structural steel, fire proofing, post tension, asphalt concrete, aggregates, soils, coating & paints.

- Soils reports & investigations to determine soil structural characteristics, porosity, and stability. Develop geotechnical corrective recommendations when field conditions vary from the soil reports.

- Environmental testing of soils, groundwater, and gases as necessary for the development of soils management plans.

- Provide full-time construction inspection and contract administration for public works projects, private developments, and encroachment permits.

  Responsibilities may include, but not limited to:

  - Provide full-time inspection services necessary to monitor and inspect the methods, workmanship and materials used by the contractor to assure compliance with the City's contract documents and any environmental permits.
  - Prepare daily inspection reports and collect photos documenting the contractor's daily activities.
  - Provide general monitoring and documentation of the contractor's compliance with health and safety on the project. Note: the contractor is responsible for ensuring the safety of their crews, all subcontractors, general site safety, and the public.
  - Routinely monitoring all contractor traffic control is implemented per approved traffic control plans and inspect detour and construction signing to ensure public safety.
  - Measure and track project quantities.
  - Track T&M work.
  - Attend pre-construction and/or weekly construction meetings.
  - Inspecting BMPs and ensuring SWPPP compliance.
  - Performing routine contract administration duties.
  - Conducting occasional public outreach.

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City of Livermore Quality Assurance Program

1.0 Purpose

This Quality Assurance Program (QAP) is a sampling and testing program that will provide assurance that the materials and workmanship incorporated into the City's street and highway construction projects are in conformance with the contract specifications. The main elements of the QAP are procedures for:

- Acceptance Testing (AT)
- Independent Assurance Sampling and Testing (IAST)
- Testing of Manufactured Materials

2.0 Applicability

This QAP applies to MAP21 funded (Federal aid) local agency projects off the National Highway System (NHS).

2.1 On-NHS system projects are governed by Caltrans' FHWA-approved QAP, found in Section 16.14 of the Local Assistance Procedures Manual, Chapter 16 – Administer Construction Contracts, Section 14 – Quality Assurance Program ("LAPM-16.14").

2.2 Off-NHS system, Federally funded projects are governed by the procedures in this City of Livermore QAP. Use of this QAP is mandatory for Federal-aid projects and its use is at the discretion of the City of Livermore's staff for other City street and highway projects. This local QAP is based upon the requirements for local QAPs contained in the aforementioned Section 16.14. Federally funded projects that mix on-and off-NHS sites should utilize the Caltrans QAP.

3.0 Approval

This local QAP has been approved by the City of Livermore City Engineer, who is a registered Civil Engineer in the State of California. It shall be kept on file and available for Caltrans review.

4.0 Testing Required.

This local QAP describes procedures for three types of required testing, described as follows:

a. Acceptance Testing – procedures for regular testing of materials entering a construction project to verify that the materials, or products, comply with contract specifications or standards.

b. Independent Assurance Sampling and Testing – procedures to verify that acceptance testing is being performed correctly by:

1) Verifying that equipment used for acceptance testing is properly calibrated and in good working condition.
2) Witnessing sampling and testing by the Acceptance Tester.
3) Splitting material samples and comparing the test results between the Acceptance Tester and Independent Assurance Sampler and Tester.

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c. Testing of Manufactured Materials – procedures for inspecting, accepting and testing of manufactured and prefabricated materials either by source inspection, job site inspection, or certificate of compliance.

5.0 General Procedures and Requirements.

Conduct of the sampling and testing shall follow these general procedures:

5.1 **Construction Documents.** Because the City does not provide it's own testing and inspection of materials, provision of such services must be arranged prior to advertising a project and addressed appropriately in the construction documents.

5.2 **Sampling and Testing Options.** The City may select from the following sources to perform sampling and testing:

- Another agency's laboratory
- Caltrans' laboratory
- Private consultant laboratory

Non-Caltrans laboratories shall have a QAP that meets LAPM-16.14 requirements.

5.3 **Engineering Charge.** All laboratories shall be under the responsible engineering management of a California registered professional engineer who shall certify results of tests performed under his supervision.

5.4 **Contractor Influence.** The contractor shall not select or exercise any authority over the laboratory utilized.

5.5 **Certification of Laboratory Personnel**. The certification requirements of LAPM-16.14 shall apply. Generally:

- Current certification is required for the following sampling and testing personnel: construction management/inspection, local agency, consultant laboratory and their subconsultants.

- For on-NHS projects, certification shall be a "Certificate of Proficiency for an Acceptance Tester" (MR-0111), issued to an individual by the Caltrans District Materials Engineer or his designee, based either on Caltrans training, or on submittal of evidence of non-Caltrans training, experience or certification such as the "National Institute for Certification in Engineering Technologies" (NICET).

  For off-NHS projects, certification of personnel for AT and IAST shall be either Caltrans (MR-0111 or MR-0100), NICET, or similar certificate acceptable to the City Engineer.

- Certificates for personnel on a project shall be retained in the Resident Engineer's (RE) project files.

- Sampling and testing by an uncertified person is acceptable only in extreme, unforeseen emergencies, upon assurance by the Resident Engineer that the uncertified person is competent to perform the work.

5.6 **Laboratory Equipment Calibration.** The City shall obtain documentation of consultant laboratory's calibration of its equipment in accordance with LAPM-16.14 and nationally

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recognized calibration standards. The laboratory is responsible for performing the calibrations and providing such records to the City. Calibration records shall be provided to the Caltrans District Materials Engineer upon request.

Calibration of laboratory equipment and field test equipment (e.g. sand cones, scales, moisture test, slump cones, air meters) shall occur prior to use on a construction project and on regular, appropriate intervals not exceeding one year.

5.7 **Cost Recovery.** Materials testing and sampling costs are eligible to be charged to the construction engineering phase of the project.

5.8 **Compliance.** Failure to comply with the local agency QAP may result in loss of Federal funds.

5.9 **Records.** City's QAP and consultant's QAP material records of samples and tests, material releases, and certificates of compliance for a project shall be incorporated into the RE's project file. For Federally funded projects, records shall be retained for a period of three years.

5.10 **Project Certification.** Upon project completion, the RE shall complete and sign a "Materials Certificate" (Caltrans LAPM Exhibit 17-G). The Certificate shall be submitted to the Caltrans Local Assistance Engineer (for Federally funded projects) and retained in the project construction files. All non-conforming materials must be explained and justified on the Certificate.

6.0 Acceptance Sampling and Testing

6.1 **Definition.** Acceptance Testing ("AT") is defined as regular testing of materials entering a construction project to verify compliance with contract specifications or standards.

6.2 **Timing.** Sampling should begin as soon as materials are placed on a project. Testing should be performed promptly to enable data evaluation and necessary measures to be taken by the RE and contractor.

6.3 **Test Methods.** Both California and American Society of Testing and Materials (ASTM) test methods are acceptable.

6.4 **Frequency.** Sampling and testing shall occur in accordance with Caltrans' "Frequency Tables" (LAPM Exhibit 16-R), except as modified in writing by the City Engineer for a specific project. The tables are intended as a guide; the actual quality of materials tested may justify decreasing or increasing the frequency of subsequent similar samples and tests.

6.5 **Tests to be Performed.** The tests to be performed shall be in accordance with Caltrans "Frequency Tables" (LAPM Exhibit 16-R), and the Caltrans Standard Specifications as modified by the project Special Provisions, except as modified in writing by the City Engineer.

As a guideline, the following tests comprise a minimum scope for commonly used materials:

Aggregate Base – Sieve Analysis, Sand Equivalent, R-value, and Durability for each new source

Aggregate Subbase – Sieve Analysis, Sand equivalent, and R-Value

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Asphalt Concrete – Sieve Analysis for aggregate sampled at the plant. Asphalt content, Maximum Density, and In-Place Density for AC sampled at the site. (A Certificate of Compliance may be accepted for Liquid Asphalt).

Soil – Maximum Density, In-Place Density (relative Compaction) at the site.

Concrete – Sieve analysis for aggregate sampled at the plant. (A Certificate of compliance may be accepted for aggregate Cleanliness, aggregate Sand Equivalent, Admixtures, and Portland Cement concrete.) Compressive Strength (Cylinders).

6.6 **Test Result Reporting Guidelines.** Results should be submitted to the RE within 3 working days of sampling, or as dictated by the construction schedule. Results may be expedited by using fax, telephone, or e-mail.

6.7 **Summary Logs.** "Material Testing Summary Logs" shall be maintained by the RE for each material requiring multiple sampling and testing. Log data shall include station location, test sample depth, approximate quantity of sample material, test result, and tester.

6.8 **Minor Quantities.** Relatively minor quantities of materials from a known, reliable source may be accepted without testing if:

a. The RE performs visual examination of materials, or

b. The manufacturer or supplier certifies that the material furnished complies with specification requirements

Such records of acceptance shall be placed in the RE's project files with related inspection notes.

Examples of maximum "minor quantities" include (from LAPM–16.14):

- Aggregates used for other than Portland Cement concrete: 100 tons per day or 500 tons per project.
- Bituminous mixtures: 50 tons per day or 500 tons per project.
- Bituminous material: 100 gallons per project
- Paint: 20 gallons per project.
- Non-reinforced or clay pipe: 100 lineal feet.

6.9 **Re-testing.** Failing test results require re-testing to isolate the failed area. The Log Summary shall cross-reference the retest to the initial failed test.

7.0 Independent Assurance Sampling and Testing (IAST)

7.1 **Definition.** The purpose of these procedures is to verify that Acceptance Testing is being performed correctly and reliably, and to ensure that equipment is properly calibrated.

7.2 **Applicability.** IAST procedures are required for Federally funded projects on and off the NHS system. For on – NHS projects, LAPM-16.14 procedures apply. For off - NHS projects, the City will verify that its consultant laboratory's QAP includes IAST procedures for "testing its own

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testers". IAST procedures are optional, and may be required at the discretion of the City Engineer, for non-Federally funded projects.

7.3 **IAST Testers.** Only persons holding an Independent Assurance Sampler Tester Certificate (Caltrans Form MR-0100) may perform IAST. These may include individually certified Caltrans or City REs, laboratory personnel or consultant testers. Testers shall be free of conflict of interest if also performing other testing work.

7.4 **Frequency of IAST.** The IAST frequency shall be as specified in the consultant laboratory's QAP for each project where IAST is required.

8.0 Testing of Manufactured and Assembled Materials.

8.1 **Definition.** This procedure provides methods for inspecting, accepting, and testing materials that are manufactured or prefabricated off the project site.

8.2 **Certificate of Compliance.** The City may accept manufactured products, materials, or assemblies if accompanied by a Certificate of Compliance, provided they do not involve structural integrity or public safety. Such Certificate shall be signed by the manufacturer and shall state that materials and workmanship conform to the specific project specifications.

8.3 **Source Inspection.** As an alternative to a Certificate of Compliance, the City or it's consultant, may request Caltrans to do a Source Inspection in accordance with LAPM-16.14 procedures.

8.4 **Applicable Materials.** Contract documents shall specify which materials require a Certificate of Compliance (or optional Source Inspection). Typical materials are listed in LAPM Exhibit 16-T.

8.5 **Responsibility.** The Resident Engineer shall ensure that Certificates are furnished with material deliveries and are kept in the RE's project file.

8.6 **Documentation.** The certified material's lot number and project number shall be identified on the certificate and on lot tags or stenciled on the material. In addition, this data shall be referenced on the inspector's daily logs and laboratory reports.

8.7 **Re-testing.** Certified materials may be sampled and tested again on the job site, and rejected for cause whether in place or not.

Local Agency
Approval

1/9/15

Ms. Cheri Sheets, P.E.
City Engineer
City of Livermore



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TWINING

Schedule Of Fees 2025-2026

NOTE: Rates will be adjusted by $5.00 per hour annually each July 1st to reflect increased costs.

Personnel Rates: Per Hour Unless Otherwise Noted

Task Code	Engineering And Consulting Personnel	Rate
10026	Senior Principal Advisor/Consultant	$ 410.00
10001	Principal Engineer/Geologist	$ 295.00
10017	Metallurgical Engineer	$ 410.00
70000	Registered Geotechnical Engineer	$ 230.00
10010	Technical Advisor	$ 210.00
10011	Material Scientist, Welding/NDT Consultant	$ 220.00
70003	Registered Geologist/Certified Engineering Geologist	$ 220.00
10003	Senior Engineer/Geologist	$ 200.00
10009	Registered Civil Engineer	$ 210.00
60003	Roofing/Waterproofing Consultant	$ 280.00
10013	Project Engineer/Manager	$ 180.00
30000	Quality Control Manager	$ 245.00
10005	Senior Staff Engineer/Geologist	$ 175.00
10007	Staff Engineer/Geologist	$ 165.00
10015	Quality Control Administrator	$ 215.00
10019	Metallurgical Technician	$ 175.00
90001	CADD Operator/Draftsperson	$ 170.00
95103	Administrative Support	$ 110.00
70107	Field Supervisor	$ 205.00
91030	Safety Supervisor	$ 205.00
20000	Laboratory Manager	$ 190.00
98000	Laboratory Technician	$ 165.00
90005	Expert Witness Testimony	$ 660.00
91010	Qualified SWPPP Developer	$ 230.00
91000	Qualified SWPPP Practitioner	$ 215.00
30001	Vibration Engineer	$ 250.00

Task Code	Field Inspection Personnel	Rate
10101	Concrete/Reinforced Steel Inspector	$ 125.00
10103	Prestressed/Post Tensioned Inspector	$ 125.00
10105	Concrete ICC Inspector	$ 125.00
10109	Drilled-In-Anchor Inspector	$ 125.00
10111	Gunite/Shotcrete Inspector	$ 125.00
10113	Masonry Inspector	$ 125.00
10201	Structural Steel/Welding Inspector	$ 125.00
10203	AWS Certified Welding Inspector	$ 135.00
10207	Fireproofing Inspector	$ 125.00
10501	Lead Inspector	$ 125.00
10115	Firestop Special Inspector - IFC Premier	$ 210.00
10117	Firestop Special Inspector - IQP	$ 230.00
75001	Asphalt Field and Plant Inspector/Technician	$ 125.00
70103	Pile Driving Inspector	$ 125.00
70101	Soils Technician	$ 125.00
10107	Concrete Quality Control (ACI/Caltrans Technician)	$ 125.00
10122	Wood Framing Inspector	$ 125.00
60001	Roofing/Waterproofing Inspector	Quotation
10500	Public Works Inspector	$ 170.00
10515	Mechanical Inspector	$ 200.00
10519	Electrical Inspector	$ 200.00
10521	Plumbing Inspector	$ 200.00
10523	Building Inspector	$ 200.00
30002	Vibration Monitoring Technician	$ 170.00
50003	Field Engineering Technician	$ 125.00

Task Code	Shop Inspection Personnel	Rate
10301	Structural Steel Fabrication Inspector	$ 135.00
10309	Batch Plant Quality Control Technician/Inspector	$ 125.00
10325	Glue-Laminated Fabrication Inspector	Quotation
10328	Pre-Cast Concrete/Pipe Fabrication Inspector	$ 152.00

Task Code	Nondestructive Testing Personnel	Rate
10401	NDE Ultrasonic Testing Technician	$ 135.00
10403	NDE Magnetic Particle Testing Technician	$ 135.00
10405	NDE Dye Penetrant Testing Technician	$ 135.00
10305	Combination NDE Technician/Welding Inspector	$ 135.00
####	Phased Array Ultrasonic Technician	$ 157.00
10409	Radiographic Testing (Crew Of 2)	Quotation
10020	NDE Engineer	$ 255.00

Task Code	Equipment Usage (Daily Unless Otherwise Noted)	Rate
95318	Skidmore	$ 53.00
95309	Torque Wrench, Small	$ 22.00
95312	Torque Wrench, Large	$ 33.00
95315	Torque Multiplier	$ 50.00

Task Code	Equipment Usage (Daily Unless Otherwise Noted), Continued	Rate
95321	Air Meter	$ 38.00
95322	Unit Weight Bucket	$ 29.00
95323	Field Concrete Scale	$ 38.00
95324	2" x 2" x 2" Mold	$ 27.00
95343	Nuclear Gauge (Per Hour)	$ 14.00
95319	Sand Cone Density Test Equipment	$ 62.00
95333	Pull Test Equipment	$ 77.00
95348	Concrete/Asphalt Coring Equipment	$ 749.00
95336	Floor Flatness (Dipstick)	$ 66.00
95330	Schmidt Hammer	$ 50.00
95341	Vapor Emission Test Kits	$ 60.00
95342	Relative Humidity Probe	$ 94.00
95339	UPV (Ultrasonic Pulse Velocity) Meter	$ 437.00
95351	Fireproofing Adhesion/Cohesion (Per Test)	$ 44.00
95300	A Scan Ultrasonic Equipment And Consumables	$ 104.00
95303	Magnetic Particle Equipment And Consumables	$ 55.00
95306	Liquid Penetrant Consumables	$ 50.00
95307	Phased Array Ultrasonic Equipment (Per Hour)	$ 200.00
95347	Ground Penetrating Radar	$ 415.00
95345	Impact Echo	$ 421.00
95362	Ultrasonic Tomography	$ 546.00
95349	Inertial Profiler (Per Hour)	Quotation
95352	Borescope	$ 328.00
95356	Infrared Camera	$ 109.00
95357	Project Dedicated Vehicle	$ 197.00
95364	Roller Compacted Concrete Vibrating Hammer/Tamping Plate	$ 87.00
95367	Half-Cell Potential Equipment Set	$ 421.00
95368	Concrete Electrical Resistivity Meter	$ 197.00
95369	Field Hardness (Steel)	$ 121.00
95370	Coating Thickness Gauge	$ 121.00
95373	Curing Box (Not Temperature Controlled, One-Time Fee/ Per Box)	$ 820.00
95371	Temperature Control Curing Box (Per Month)	$ 546.00
95372	Temperature Matching Curing Box (Per Month)	$ 623.00

Task Code	Specimen Pick-Up	Rate
20100	Soil/Aggregate Sample (Each)	$ 57.00
20102	Standard Sample: Concrete Cylinders (Each)	$ 20.00
20101	Standard Sample: Mortar/Grout Cubes And Cores, Fireproofing, Rebar, And Epoxy Prisms (Each)	$ 20.00
20103	Oversize Sample: Masonry Prisms And Shotcrete Panels (Each)	$ 35.00
20104	Oversize Sample: Flexural Beams (Each)	$ 80.00
20107	Technician For Specimen Pick-Up Not Listed Above (Per Hour, 2-Hour Minimum)	$ 137.00
20109	Technician For Specimen Pick-Up Before 5:00 a.m. Or After 5:00 p.m. Monday Thru Friday, Or All Day Saturday (Per Hour, 2-Hour Minimum Plus Mileage)	$ 149.00

Task Code	Jobsite Trailer, Mobile Or On-site Laboratory	Rate
95360	Portable Or Mobile Laboratory Unit	Quotation
95374	Jobsite Trailer, Conex, Or Equipment Storage Box	Quotation

Task Code	Concrete Tests (Field Made Specimens)	Rate
20201	6" x 12" Cylinder Compression Strength (ASTM C39)	$ 40.00
20202	4" x 8" Cylinder Compression Strength (ASTM C39)	$ 40.00
20203	Density Of Structural Lightweight Concrete Equilibrium Oven Dry Method (ASTM C567)	$ 111.00
20205	Core Compression Including Trimming (ASTM C42)	$ 95.00
20207	6" x 6" x 18" Flexural Beams Not Exceeding Referenced Size (ASTM C78, C293 or CTM 523)	$ 123.00
20209	Splitting Tensile Strength (ASTM C496)	$ 123.00
20211	Modulus Of Elasticity Test (ASTM C469)	$ 362.00
80003	Rapid Chloride Permeability Test: Cylinders Or Cores (ASTM C1202)	$ 651.00
80006	Density, Absorption, And Voids In Hardened Concrete (ASTM C642)	$ 657.00
40005	Flexural Toughness (ASTM C1609, Formerly ASTM C1018)	$ 1,058.00
40006	Double Punch Strength Of Fiber Reinforced Concrete	$ 668.00
40009	Coefficient Of Thermal Expansion Of Concrete (CRD 39, AASHTO T336)	$ 668.00
40012	Bulk Electrical Resistivity (One Age Of Testing, ASTM C1876)	$ 167.00
80013	Flexural Tensile Strength Of Metallic Fiber Reinforced Concrete Beam (EN 14651)	$ 1,169.00

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EXHIBIT B

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Task Code	Concrete Specimen Preparation	Rate
20151	Sawing Of Specimens (Each)	$ 51.00
20157	Coring Of Specimens In Lab (Each)	$ 51.00
20159	Grinding Of Concrete Below 6000 psi Strength (Each)	$ 73.00
20160	Grinding Of Concrete 6000 psi Strength And Above (Each)	$ 109.00

Task Code	Laboratory Trial Batch: Concrete, Cement And Mortar	Rate
30125	Setting Time by Vicat Needle (C1856/C191)	$ 250.00
30216	Compression Test 4" x 8" Cylinders Made And Tested In Laboratory (ASTM C192, C35)	$ 70.00
30217	Compression Test 6" x 12" Cylinders Made And Tested In Laboratory (ASTM C192, C35)	$ 83.00
30219	6" x 6" x 18" Flexural Beams Made And Tested in Laboratory (ASTM C192, C78)	$ 129.00
30223	Splitting Tensile Strength Cylinders Made And Tested In Laboratory (ASTM C192, C496)	$ 146.00
30225	Modulus of Elasticity Test Cylinders Made And Tested In Laboratory (ASTM C192, C469)	$ 379.00
30227	Density Of Structural Lightweight Concrete Made In Laboratory, Equilibrium or Oven Dry Method (ASTM C567)	$ 134.00
30237	Bulk Electrical Resistivity (ASTM C1876)	$ 196.00
30201	Laboratory Trial Batch (ASTM C192/Lab Procedure Performance)	$ 651.00
30203	Concrete Mixture Design For Preconstruction Evaluation And Backup Data Development	$ 310.00
30205	Drying Shrinkage Up To 28 Days, Three 3" x 3" Or 4" x 4" Bars, Five Readings Up To 28 Dry Days (ASTM C157)	$ 634.00
30230	Additional Reading, Per Set Of Three Bars	$ 66.00
30231	Storage Over Ninety (90) Days, Per Set Of Three Bars, Per Month	$ 51.00
30207	Setting Time Up To 7 Hours (ASTM C403)	$ 201.00
30209	Bleeding (ASTM C232)	$ 201.00
30229	Concrete Restrained Expansion (ASTM C878)	$ 724.00
30211	Mix, Make and Test Mortar or Grout Specimens for Compressive Strength: Set of 6 (ASTM C878)	$ 668.00
20263	Non-Shrink Grout: Height Change After Final Set (ASTM C1090)	$ 651.00
20265	Non-Shrink Grout: Height Change At Early Age (ASTM C827)	$ 1,058.00
30232	Cracking Resistance, Set Of Three Rings, Laboratory Trial Batching, Test Until Cracking Or Up To 28 Days (ASTM 1581)	$ 6,899.00
30233	Evaluation Of Pre-Packaged Masonry Mortars (ASTM C270)	$ 1,447.00
30234	Creep (ASTM C512) (One Age Of Loading, 12 Months Duration Of Testing)	$ 10,405.00
80198	Laboratory Development of Strength-Maturity Curve Without Establishing Datum Temperature (Up To 5 Testing Ages, ASTM C1074)	$ 3,561.00
80199	Laboratory Development Of Strength-Maturity Curve With Establishing Datum Temperature (Up to 5 Testing Ages, ASTM C1074)	$ 5,787.00

Task Code	Evaluation of Mixing Water for Concrete	Rate
80246	Evaluation of Mixing Water For Concrete Per The Requirements Of ASTM C1602, Table 1 (Physical Properties Of Mortar), Per Sample	$ 1,113.00
80248	Evaluation Of Mixing Water For Concrete Per The Requirements Of Caltrans, Section 90, Per Sample	$ 1,335.00

Task Code	Concrete - Chemical Analysis, Transport Properties, Service Life Modeling, Petrographic Examination	Rate
80121	Water Absorption Rate per Set (C1585)	$ 2,100.00
80123	Acid-Soluble Chloride Analysis (ASTM C1152) Includes Sample Prep)	$ 175.00
80126	Water-Soluble Chloride Analysis (ASTM C1218) (Includes Sample Prep)	$ 175.00
80193	Chloride Diffusion Coefficient Of Cementitious Mixtures By Bulk Diffusion (ASTM C1556)	$ 3,227.00
80159	Bulk Resistivity (ASTM C1876) And Formation Factor	$ 725.00
80204	Chloride Binding Isotherm	$ 946.00
80206	Analytical And Experimental (ASTM C1556) Modeling Of Service Life Of Concrete Per Life-365 Model, Per Mixture Design	$ 9,000.00
80208	Analytical And Experimental (NordTest) Modeling Of Service Life Of Concrete Per FIB Model Code 34, Per Mixture Design	$ 8,902.00
80210	Non-Steady State Chloride Migration Coefficient, NordTest 492	$ 696.00
80212	Petrographic Examination Of Hardened Concrete, Level I (ASTM C856) (Excludes Thin Section), Per Sample	$ 1,750.00
80129	Petrographic Examination Of Hardened Concrete, Level II (ASTM C856) Includes Thin Section, Per Sample	$ 2,250.00
80218	Petrographic Examination Of Hardened Concrete, Level III (ASTM C856/C1723) (Thin Section And SEM/EDX), Per Sample	$ 3,500.00
80222	*W/CM* Determination (NordTest Build 361)	$ 1,500.00
80224	Examination Of Volumetric Proportions Of Hardened Concrete (ASTM C457), Per Sample	$ 550.00
80228	Air Void Analysis Of Hardened Concrete (ASTM C457), Per Sample	$ 800.00
80232	Electron Microscopy (ASTM C1723)	$ 1,000.00
80234	Paste Carbonation Analysis, Per Sample	$ 250.00
80238	Insoluble Residue Analysis (ASTM C1324)	$ 3,500.00
80240	Alkali-Silica - Damage Rating Index (DRI), Per Sample	$ 1,500.00

Task Code	Qualification Of Cements	Rate
80100	Chemical Analysis Of Portland Cement Per Standard Requirements (ASTM C150)	$ 803.00
80103	Physical Testing Of Portland Cement Per Standard Requirements (ASTM C150)	$ 803.00
80194	Physical Testing Of Type K Cement, Mortar Expansion (ASTM C806)	$ 803.00
80195	Physical Testing And Chemical Analysis Of Portland Cement Per Standard Requirements (ASTM C150)	$ 1,498.00
80106	Partial Analysis Or Specific Physical Tests	Quotation
80110	Sulfates Resistance Of Hydraulic Cement (ASTM C1012), 6 Months	$ 3,210.00
80111	Sulfates Resistance Of Hydraulic Cement (ASTM C1012), 12 months	$ 3,531.00
80149	Type 1L Cement (ASTM C595; Excludes Special Properties)	$ 1,498.00
80151	Clinker Microscopy, Per Sample	$ 910.00

Task Code	Physical Testing Of Chemical Admixtures For Concrete	Rate
80196	Qualification Of Admixture (ASTM C494)	Quotation

Task Code	Evaluation Of Pozzolans And Slag Cement	Rate
80140	Chemical Analysis Of Fly Ash Per Standard Requirements (ASTM C618)	$ 803.00
80143	Physical Testing Of Fly Ash Per Standard Requirements (ASTM C618)	$ 803.00
80146	Partial Analysis Or Specific Physical Tests	Quotation
80147	Chemical Analysis And Physical Testing Of Fly Ash Per Standard Requirements (ASTM C1618)	$ 1,498.00
80250	Qualification Of Silica Fume Per Standard Requirements (ASTM C1240)	$ 1,498.00
80252	Qualification Of Slag Cement Per Standard Requirements (ASTM C989)	$ 1,498.00
80254	Effectiveness Of Pozzolans & Slag Cement In Mitigating Expansion Due To ASR (ASTM C441)	$ 1,498.00

Task Code	Mass Concrete - Engineering And Testing Services	Rate
80256	Thermal Control Plan (Without Cooling Pipes) Per A Unique Type Of Placement Of Similar Group Of Placements, Each Plan	$ 9,000.00
80258	Thermal Control Plan (With Cooling Pipes), Per A Unique Type Of Placement Of Similar Group Of Placements, Each Plan	$ 10,500.00
80260	Performance Based Maximum Temperature Difference Laboratory & Analytical Studies, One Concrete Mixture Design	$ 6,000.00

Task Code	Rock And Concrete Aggregates - Petrographic Examination & Special USACE & CRD Tests	Rate
80262	Rock Type Description, Per Sample (Rock Core Or Rock Chunk)	$ 1,000.00
80263	Rock Type Description + XRD Including Clay Analysis, Per Sample	$ 1,500.00
80266	Natural Aggregates - Petrographic Examination (Gravel And Natural Sand Consisting Of Single Rock Type ASTM C295) Each, One Sample	$ 2,750.00
80268	Crushed Aggregates - Petrographic Examination (Crushed Rock And Manufactured Sand Consisting Of Single Rock Type ASTM C295), Each, One Sample	$ 27,520.00
80270	Coarse Aggregate Certification For Deleterious Materials Per Specifications Of USACE, Materials Coarser Than 0.75-Inch Each, One Sample, 200 lb.	$ 6,500.00
80272	Coarse Aggregate Certification For Deleterious Materials Per Specifications Of USACE, 0.75-Inch And Finer Material, Each, One Sample, 25 lb.	$ 5,500.00
80274	Fine Aggregate Certification For Deleterious Materials Per Specifications Of USACE, Each, One Sample	$ 2,750.00
80276	Aggregate, Scratch Hardness (CRD-C 130), Each, One Sample, 25 lb.	$ 500.00

Task Code	Soils And Aggregate Tests	Rate
80144	Relative Mortar Strength of Concrete Sand (CTM 515)	$ 1,300.00
30503	Abrasion: LA Rattler (ASTM C131)	$ 258.00
30505	Abrasion: LA Rattler (ASTM C535)	$ 268.00
70301	Atterberg Limits/Plasticity Index (ASTM D4318, CTM 204)	$ 215.00
70303	California Bearing Ratio Excluding Maximum Density (ASTM D1883) Soil	$ 697.00
70304	California Bearing Ratio Excluding Maximum Density (ASTM D1883) Cement-Treated Soil	$ 857.00
70344	Cement-Treated Soil/Base Mix Design: Includes Three Trial Cement Contents With Three Unconfined Compressive Strength Specimens Per Cement Content	$ 3,750.00
70305	Chloride And Sulfate Content (CTM 417, CTM 422)	$ 239.00
30403	Clay Lumps And Friable Particles (ASTM C142)	$ 270.00
30321	Cleanness Value 1" x #4 (CTM 227)	$ 229.00
30322	Cleanness Value 1.5" x .75" (CTM 227)	$ 354.00
70393	Collapse Potential/Index (ASTM D5333)	$ 290.00

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EXHIBIT B

Task Code	Soils And Aggregate Tests, Continued		Rate
70396	Compressive Strength Of Molded Soil-Cement Cylinders (ASTM D1633)	$	134.00
70309	Consolidation Test Full Cycle (ASTM 2435, CTM 219)	$	244.00
70311	Consolidation Test Time Rate Per Load Increment (ASTM D2435, CTM 219)	$	64.00
70313	Corrosivity Series Sulfate, Cl, pH, Resistivity (CTM 643, 417, and 422)	$	321.00
70315	Crushed/Fractured Particles (ASTM D5821, CTM 205)	$	234.00
70317	Direct Shear Test Remolded And/Or Residual (ASTM D3080)	$	312.00
70319	Direct Shear Test Undisturbed - Slow [CD] (ASTM D3080)	$	291.00
70321	Direct Shear Test Undisturbed - Fast [CU] (ASTM D3080)	$	244.00
70378	Durability Index Per Method - A,B,C, or D (ASTM D3744, CTM 229)	$	270.00
70325	Expansion Index (ASTM D4829, UBC 18-2)	$	234.00
75004	Fine Aggregate Angularity (ASTM C1252, CTM 234, AASHTO T304)	$	213.00
30507	Flat And Elongated Particle (ASTM D4791)	$	291.00
30508	Flat Or Elongated Particle (ASTM D4791)	$	270.00
70331	Maximum Density Methods A/B/C (ASTM D1557, D698, CTM 216)	$	244.00
70333	Maximum Density Check Point (ASTM D1557, D698)	$	94.00
70335	Maximum Density AASHTO C [Modified] (AASHTO T-180)	$	244.00
70336	Maximum Index Density Vibratory Table (ASTM D4253)	$	452.00
70337	Moisture Content (ASTM D2216, CTM 226)	$	42.00
70339	Moisture and Density Ring Sample (ASTM D2937)	$	42.00
70341	Moisture and Density Shelby Tube Sample (ASTM D2937)	$	52.00
70340	Moisture-Density Relations Of Soil-Cement Mixtures Premixed In The Field (ASTM D558)	$	354.00
70342	Moisture-Density Relations Of Soil-Cement Mixtures Mixed In The Lab (ASTM D558)	$	354.00
70328	pH Of Soils (ASTM D4972)	$	68.00
70330	Organic Content Of Soils (ASTM D2974, Method A Only)	$	99.00
30401	Organic Impurities (ASTM C40, CTM 213)	$	120.00
70343	Permeability (ASTM D5084)		Quotation
80001	Potential Reactivity Chemical Method (ASTM C289 - Discontinued Method)	$	712.00
70394	Potential Reactivity Mortar Bar Expansion Method, 14-Day Exposure (ASTM C1260)	$	1,076.00
70391	Potential Reactivity Mortar Bar Expansion Method, 28-Day Exposure (ASTM C1260)	$	1,136.00
70398	Potential Reactivity Concrete Bar Expansion Method (ASTM C1293), 12 month	$	3,479.00
70399	Potential Reactivity Concrete Bar Expansion Method (ASTM C1293), 24 month	$	3,786.00
70397	Potential Reactivity of Aggregate Combination, Non-Standard Method; 14-Day Exposure, Mortar (After ASTM C1567)	$	1,336.00
70392	Potential Reactivity Of Aggregate Combination, Non-Standard Method; 28-Day Exposure, Mortar (After ASTM C1567)	$	1,290.00
70345	R-Value Soil (ASTM 2844, CTM 301)	$	557.00
70347	R-Value Aggregate Base (ASTM D2844, CTM 301)	$	612.00
70349	Sand Equivalent (ASTM D2419, CTM 217)	$	166.00
70351	Sieve #200 Wash Only (ASTM D1140, CTM 202)	$	119.00
70353	Sieve With Hydrometer 3/4" Gravel To Clay (ASTM D422, D7928, CTM 203)	$	321.00
70355	Sieve With Hydrometer Sand To Clay (ASTM D422, D7928, CTM 203)	$	306.00
70357	Sieve Analysis Including Wash (ASTM C136, CTM 202)	$	193.00
70359	Sieve Analysis Without Wash (ASTM C136, CTM 202)	$	161.00
70360	Sieve Analysis Split Sieve (ASTM C136, CTM 202)	$	307.00
70361	Sieve Analysis Without Wash With Cobbles (ASTM C136, CTM 202)	$	302.00
70363	Soundness Sodium Or Magnesium Sulfate, 5 Cycles (ASTM C88)	$	241.00
70365	Specific Gravity And Absorption Coarse (ASTM C127, CTM 206)	$	130.00
70367	Specific Gravity and Absorption Fine (ASTM C128, CTM 207)	$	214.00
70369	Swell/Settlement Potential One Dimensional (ASTM D4546)	$	193.00
70371	Triaxial		Quotation
70373	Unconfined Compression (ASTM D2166, CTM 221)	$	246.00
30317	Unit Weight Per Cubic Foot (ASTM C29, CTM 212)	$	166.00
30319	Voids In Aggregate With Known Specific Gravity (ASTM C29, CTM 212)	$	166.00
30411	Lightweight Particles Coarse, with Two Solutions (ASTM C123)	$	540.00
30412	Lightweight Particles Fine, with One Solution (ASTM C123)	$	268.00
20807	Method of Test for Relative Mortar Strength of Portland Cement Concrete Sand (CT 515)	$	1,456.00

Task Code	Asphalt Concrete Tests		Rate
75031	HMA Mixing And Preparation	$	166.00
75032	HMA Mixing And Preparation With Aggregate Treatment	$	241.00
75033	Bulk Specific Gravity Of Compacted Sample Or Core SSD (ASTM D2726, CTM 308C)	$	76.00
75036	Bulk Specific Gravity Of Compacted Sample Or Core Paraffin Coated (ASTM D1188 and CTM 308A)	$	107.00

Task Code	Asphalt Concrete Tests, Continued		Rate
75040	Emulsion Residue, Evaporation (ASTM D244)	$	203.00
75024	Extraction % Bitumen (ASTM D6307, CTM 382)	$	203.00
75027	Extraction % Bitumen And Gradation (ASTM D5444, D6307, CTM 202, 382)	$	281.00
75028	Extraction % Bitumen, Correction Factor (ASTM D6307, CTM 382)	$	458.00
75030	Chemical Extraction % Bitumen And Sieve Analysis (ASTM D2172 Method A or B, ASTM D5444)	$	317.00
75042	Lab Tested Maximum Density Hveem, 3 Briquettes (ASTM D1561, D1188, CTM 304, 308)	$	281.00
75057	Hveem Stabilometer Test, Premixed, 3 Briquettes (ASTM D1560, D1561, CTM 304, 366)	$	281.00
75048	Lab Tested Maximum Density Marshall, 3 Briquettes (ASTM D6926, D2726)	$	270.00
75049	Lab Tested Maximum Density Marshall 6" Specimen, 3 Briquettes (ASTM D5581, D2726)	$	281.00
75050	Lab Tested Maximum Density Superpave Gyratory Compacted Briquette, SSD, 1 Briquette (ASTM D6925, D2726)	$	120.00
75052	Lab Tested Maximum Density Superpave Gyratory Compacted Briquette, Paraffin, 1 Briquette (ASTM D1188, D6925)	$	120.00
75051	Maximum Theoretical Specific Gravity [RICE] (ASTM D2041, CTM 309)	$	208.00
75066	Marshall Stability And Flow, Cored Sample, Each ASTM D6927)	$	104.00
75069	Marshall Stability And Flow, Premixed, 3 Briquettes (ASTM D6926, D6927)	$	291.00
75106	Marshall Stability And Flow, Gyratory Compacted Specimen Pre-Mixed, 3 Briquettes (ASTM D5581, D6925)	$	302.00
75107	Marshall Stability And Flow 6" Specimen, Premixed, 3 Briquettes (ASTM D5581)	$	302.00
75063	Moisture Content (CTM 370)	$	114.00
75005	Wet Track Abrasion Test (ASTM D3910)	$	213.00
75093	Hveem Mix Design (Excluding Aggregate Quality Tests)	$	5,970.00
75096	Hveem Mix Design, With RAP (Excluding Aggregate Quality Tests, RAP Qualification)	$	6,479.00
75099	Hveem Mix Design, With Lime (Excluding Aggregate Quality Tests)	$	6,854.00
75094	Hveem Mix Design Caltrans Untreated Mix (Including Aggregate Quality Tests)	$	7,124.00
75095	Hveem Mix Design Caltrans Lime Treated Mix (Including Aggregate Quality Tests)	$	8,143.00
75084	Marshall Mix Design (Excluding Aggregate Quality Tests)	$	5,970.00
75087	Marshall Mix Design With RAP (Excluding Aggregate Quality Tests)	$	6,479.00
75090	Marshall Mix Design With Lime (Excluding Aggregate Quality Tests)	$	7,114.00
75083	Open Grade Asphalt Concrete Mix Design (ASTM D7064, CTM 368)	$	3,442.00
75109	Superpave Mix Design (Excluding Aggregate Quality Tests)	$	12,163.00
75113	Superpave Mix Design, With RAP (Excluding Aggregate Quality Tests)	$	12,849.00
75114	Superpave Mix Design With Rubber (Excluding Aggregate Quality Tests)	$	12,849.00
75115	Superpave Mix Design With Additives (Excluding Aggregate Quality Tests)	$	13,198.00
75075	Effect Of Moisture On Asphalt Paving Mixtures, Pre-Mixed (ASTM D4867, AASHTO T283)	$	1,284.00
75111	Hamburg Wheel Track Test, 20,000 Passes, 4 Briquettes (AASHTO T324)	$	1,394.00
75039	Raveling Test Of Cold Mixed Emulsified Asphalt (ASTM D7196)	$	260.00
75067	Marshall Stability, Wet Set, 3 Replicates (AASHTO T245)	$	458.00
75068	Marshall Stability, Dry Set, 3 Replicates (AASHTO T245)	$	391.00
75070	Cold Recycled Asphalt Mix Design 2 Gradings Each, 3 Emulsion Content (Caltrans LP-8)	$	12,054.00

Task Code	Mortar And Stucco - Petrographic Examination		Rate
80282	Stucco, One-Coat (ASTM C856), Includes Thin Section), Per Sample	$	2,250.00
80286	Stucco, Two-Coat (ASTM C856), Includes Thin Section), Per Sample	$	2,500.00
80290	Stucco, Three-Coat (ASTM C856), Includes Thin Section), Per Sample	$	3,000.00

Task Code	Brick Masonry Tests, ASTM C67		Rate
20301	Modulus Of Rupture Flexural	$	123.00
20303	Compression Strength	$	84.00
20305	Absorption 5 Hour or 24 Hour	$	89.00
20307	Absorption (Boil) 1, 2 Or 5 Hours	$	123.00
20309	Initial Rate Of Absorption	$	78.00
20311	Efflorescence	$	95.00
20313	Cores Compression	$	101.00
20315	Shear Test On Brick Cores 2 Faces	$	123.00

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Task Code	Concrete Block, ASTM C140		Rate
20321	Compression	$	106.00
20323	Absorption/Moisture Content/Oven Dry Density	$	106.00
20327	Linear Shrinkage (ASTM C426)	$	307.00
20335	Web And Face Shell Measurements	$	61.00
20329	Tension Test	$	196.00
20331	Core Compression	$	101.00
20333	Shear Test Of Masonry Cores 2 Faces	$	123.00
20339	Efflorescence Tests	$	95.00

Task Code	Masonry Prisms, ASTM C1314		Rate
20341	Compression Test, Composite Masonry Prisms Up To 8" x 16"	$	251.00
20343	Compression Test, Composite Masonry Prisms > 8" x 16"	$	334.00
20346	Prism Cord Modulus of Elasticity	$	712.00
20347	Prism Cord Modulus Of Elasticity With Transverse Strain (For Double-Wythe Specimen)	$	880.00

Task Code	Mortar And Grout		Rate
20351	Compression 2" x 4" Mortar Cylinders (ASTM C780)	$	73.00
20353	Compression 3" x 3" x 6" Grout Prisms, Includes Trimming (ASTM C1019)	$	61.00
20355	Compression 2" Cubes (ASTM C109)	$	78.00
20357	Compression Cores Includes Trimming (ASTM C42)	$	89.00

Task Code	Masonry Specimen Preparation		Rate
20155	Cutting Of Cubes Or Prisms	$	95.00

Task Code	Fireproofing Tests		Rate
20401	Oven Dry Density (ASTM E605)	$	89.00

Task Code	Gunite And Shotcrete Tests		Rate
20361	Core Compression Including Trimming (ASTM C42)	$	89.00
20365	Compression Cubes (Includes Saw Cutting)	$	118.00

Task Code	Concrete Roof Fill: Gypsum, Vermiculite, Perlite, Lightweight Insulating Concrete, Etc.		Rate
20371	Compression Test (ASTM C495 and C472)	$	84.00
20373	Air Dry Density (ASTM C472)	$	61.00
20379	Oven Dry Density (ASTM C495)	$	89.00

Task Code	Reinforcing Steel, ASTM A615, A706		Rate
20501	Tensile Test #11 Or Smaller	$	84.00
20503	Bend Test #11 Or Smaller	$	78.00
20504	Bend Test #14 Or #18	$	445.00
20505	Tensile Test #14	$	334.00
20507	Tensile Test #18	$	440.00

Task Code	Reinforcing Steel - Welded Or Coupled Specimens		Rate
20521	Tensile Test Welded/Coupled #11 And Smaller	$	95.00
20523	Tensile Test Welded/Coupled #14	$	323.00
20525	Tensile Test Welded/Coupled #18	$	490.00
20529	Weld Macroetch	$	106.00
20531	Slippage Test - Caltrans (CTM 670)	$	267.00
20532	Tensile Test Welded Hoops #11 And Smaller	$	196.00

Task Code	Metal and Steel Testing		Rate
20601	Tensile Strength Up To 100K Pounds (Each)	$	95.00
20603	Tensile Strength Up To 200K Pounds (Each)	$	106.00
20605	Tensile Strength Up To 300K Pounds (Each)	$	134.00
20607	Tensile Strength Up To 400K Pounds (Each)	$	196.00
20609	Tensile Strength 400K To 600K Pounds (Each)	$	445.00
20611	Tensile Strength Stress-Strain Percent Offset	$	279.00
20545	Weld Macroetch	$	106.00
20547	Weld Fracture	$	56.00
20615	Bend Test	$	84.00
20617	Flattening Test	$	95.00

Task Code	Metal and Steel Testing, Continued		Rate
20619	Hardness Test (ASTM E18)	$	111.00
20630	Bolt Axial Tensile Test (Up To 7/8" Diameter)	$	73.00
20631	Bolt Wedge Tensile Test (Up To 7/8" Diameter)	$	89.00
20632	Bolt Axial Tensile Test (Greater Than 7/8" Up To 1" diameter)	$	95.00
20633	Bolt Wedge Tensile Test (Greater Than 7/8" Up To 1" Diameter)	$	123.00
20634	Bolt Axial Tensile Test (Greater Than 1" Diameter)	$	146.00
20635	Bolt Wedge Tensile Test (Greater Than 1" Diameter)	$	156.00
20636	Bolt Proof Load Test (Up To 7/8")	$	111.00
20637	Bolt Proof Load Test (Greater Than 7/8" Up To 1" Diameter)	$	134.00
20638	Bolt Proof Load Test (Greater Than 1")	$	151.00
20639	Nut Proof Load Test (Up To 7/8")	$	78.00
20640	Nut Proof Load Test (Greater Than 7/8" Up To 1" Diameter)	$	106.00
20641	Nut Proof Load Test (Greater Than 1")	$	118.00

Task Code	Chemical Testing Of Metal And Steel		Rate
80170	Steel Chemical Analysis	$	217.00
80173	Weight Of Galvanized Coating (ASTM A90)	$	111.00
80176	Epoxy Coating Thickness	$	111.00
80177	Coating Thickness	$	111.00

Task Code	Machining And Preparation Of Tensile And Bend Sample: Carbon Steel		Rate
20751	Machinist Initial Preparation From Mock-Up, Etc. (Per Hour)	$	162.00
20753	Sawcut To Overall Width (Per 0.5" Thickness Or Fraction Thereof)	$	73.00
20755	Machine To Test Configuration Milled Specimens	$	106.00
20757	Machine To Test Configuration Turned Specimens (Per 0.5" Thickness Or Fraction Thereof)	$	189.00
20759	Prepare Subsize Specimens (Per 0.5" Thickness Or Fraction Thereof)	$	129.00

Task Code	Charpy Impact		Rate
20621	Charpy Impact Ambient Temperature	$	118.00
20623	Charpy Impact Reduced Temperature	$	156.00

Task Code	Machining Of Charpy Samples: Carbon Steel		Rate
20780	Cutting And Milling (Per 0.5" Or Fraction Thereof)	$	106.00
20783	Final Machining To Sample Configuration	$	129.00

Task Code	Prestressing Wires And Tendons, (ASTM A416)		Rate
20701	Stress-Strain Analysis Wire Or Strands (Including Chart And Percent Offset)	$	284.00
20703	Tensile Test Only	$	212.00
20705	Tendons		Quotation

Task Code	Polymer Matrix Composite Materials (Fiberwrap)		Rate
20706	Tensile Strength – Set of 5 Specimens/Batch/Direction (ASTM D3039)	$	1,780.00
20707	Tensile Strength – Additional Specimens (ASTM D3039) (ASTM D3039)	$	334.00
20708	Heating Chamber Time – Per 24 Hr. Period	$	139.00

Task Code	Calibration Services And Universal Machine Usage		Rate
20801	Calibration/Verification Services		Quotation
20803	Universal Test Machine Usage (Per Hour)	$	501.00

Specialty Testing

- Cylic And Fatigue Testing Programs On Special Products/Parts
- Engineering And Technical Supports/Design Of Prototypes And Special Test Set-Up
- Fastener/Coupling Full Testing Program Per New Regulations: Tension, Tension/Bend, Shear, Double Shear, 8 Compressions
- Fiberglass/Composite Materials Field Testing Program (ASTM D1143 D1242, D2584, D4065, D4476, D4923, D7901, D7921, and D732)
- Field Testing Of Structures And Structural Elements
- In-Place Shear Testing
- Materials And/Or Product Evaluation Per Specifications
- Structural Dynamic Testing And Durability Analysis

General Conditions

NOTE: Field inspection work conditions are established by contract with Operating Engineers, Local 3.
NOTE: A minimum of 24 hours notice is required for testing and inspection services.
NOTE: For projects subject to a Project Labor Agreement (PLA), if terms/conditions of the PLA are more restrictive those terms/conditions will apply.
NOTE: Rates will be adjusted annually each July 1st to reflect increased costs.

~~**Administrative Fees**~~

~~All administrative fees, except as noted below, including report distribution and Twining Construction Hive system are billed at the following percentage of the monthly invoice total: 5%~~

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General Conditions, Continued

Note that hard copies of reports will be sent only to governing jurisdictions that mandate them. All other parties will receive reports electronically. The administrative fee above will receive reports electronically. The administrative fee above will be increased by 1% if additional hard copies of reports are requested. Submittal of project specific forms or resumes will be billed hourly at the Administrative Support Rate.

Minimum Charges (Inspection and Technician Personnel Only - Other Personnel Charged on Portal to Portal Basis)
2-Hour Minimum: Inspector arrives at jobsite, no work to perform.
4-Hour Minimum: 1 to 4 hours of inspection
8-Hour Minimum: Over 4 to 8 hours of inspection
8-Hour Minimum: Night Work

Regular Time (All Types of Inspection and also All Non-Exempt Employees)
The first 8 hours worked Monday through Friday for shifts that commence between 4:00 a.m. and 2:00 p.m. except as noted otherwise below.

Premium (All Types of Inspection and also All Non-Exempt Employees)
Work performed in excess of eight (8) hours in any one working day or forty (40) hours in any one week shall be paid for at one and one-half (1-1/2) times the regular rate of pay. Premium shall be reckoned by the hour and half-hour. Work performed in excess of twelve (12) hours in any one (1) working day shall be paid at two (2) times the regular rate of pay.

Saturday and Sunday Work (All Types of Inspection and also All Non-Exempt Employees)
Work performed on Saturday as defined below shall be paid for at one and one-half (1-1/2) times the regular rate of pay for the first eight (8) hours of work and at two (2) times the regular rate of pay for all hours worked in excess of eight (8). Work performed on Sunday as defined below shall be paid for at two (2) times the regular rate of pay for all hours worked. A shift, which commences on or after 1:00 a.m. on Saturday morning and before 1:00 a.m. on Sunday morning shall be deemed Saturday work for the entire shift. A shift, which commences on or after 1:00 a.m. on Sunday morning and before 1:00 a.m. on Monday morning shall be deemed Sunday work for the entire shift.

Night Shifts
When work is performed on a night shift the rate will be $9.00 greater than the applicable rate. A night shift is a shift, which commences after 2:00 p.m. or before 4:00 a.m. during any twenty-four (24) hour period commencing at 12:01 a.m.

Disruptive Shift Pay
Provides a minimum of eight (8) hours of night shift pay when the night shift precludes the Employee from working the day following the night shift, excluding weekends and holidays.

Holidays
The following shall be considered as holidays under this Agreement and when work is performed on these days, an Employee shall be paid at two times his or her regular straight-time rate of pay: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. Should any of these holidays fall on Sunday, the following Monday shall be considered a holiday. When a holiday falls on Saturday the Friday before shall be considered the holiday.

Meal Period
When personnel are required by their duties to work more than five consecutive hours without a one-half hour uninterrupted meal period, one half hour at double time rate will be charged in addition to any applicable overtime for actual hours worked.

Travel Time and Mileage
For projects outside a 50-mile radius from the nearest Twining facility, per excess mile to and from the project will be charged for inspectors and technicians. Other than small tools, whenever project related equipment is required to be transported to and from the project site, time and mileage for inspectors and field technicians will be billed on a portal to portal basis. For all projects, current IRS mileage rate per mile and applicable travel time will be charged portal to portal for engineers, consultants, supervisors, and laboratory technicians from the laboratory to the project site and return.

For work locations located 100 miles or more from Twining, travel time will be charged at the relevant rate for inspectors and technicians in addition to a subsistence allowance as detailed below.

Weekend Sample Pick-Ups
In order to be in conformance with testing standards, it may be required that weekend pick-ups be performed (e.g. concrete specimens cast on Friday must be picked up on weekend in order to be in conformance with ASTM C31 requiring specimens to be moved to their final curing location within 48 hours of casting.) Applicable charges for weekend work will apply when this is required. Should these charges not be authorized, Twining will not be liable for any negative consequences.

Reimbursable Expenses
Parking, air fare, car rental, food, lodging and project specific software/applications (e.g. PlanGrid, Procore, etc.) will be charged at cost plus 20% per processed invoice, unless provided by client.

Project Specific Documents
Costs presented assume that client will provide project specific documents (plans, specifications, submittals, RFIs, etc.) for all inspection personnel. Should project specific documents be provided electronically through a "for fee" service, the client will be responsible for providing access and paying any fees for the service.

Project Site Facilities
Prices quoted assume that initial curing facilities for test samples that comply with relevant test standards and project requirements are provided by others. In addition, prices quoted assume that work/desk space for inspection staff are provided by others. Additional costs, provided by quotation, will apply should Twining be required to provide such facilities.

Subsistence
Subsistence on remote jobs will be charged per quotation.

Laboratory Testing Hours and Expedited Testing
Please note that laboratory testing will be billed on an hourly basis for non-standard tests. If testing is required to be performed on Saturdays, Sundays, holidays, or before 5:30 a.m. or after 4:00 p.m. on weekdays, an additional hourly charge, at the applicable regular, overtime or double time rate, with a minimum of one hour will be applied for the laboratory technician. For rush testing a 50% surcharge in addition to the regular test rate will apply.

Charges for Subcontracted Services

Material sent to outside laboratory for testing:	Cost plus 20%
Material sent to outside fabricator or machine shop:	Cost plus 20%
Glu-Lam beam inspection:	Cost plus 20%
Other subcontractors:	Cost plus 20%
Project exclusive equipment purchase:	Cost plus 20%

Limit of Liability
Client agrees to limit Twining's aggregate liability to all entities for alleged or actual errors and omissions in the performance of its professional services under this agreement to $50,000.00 or the fees actually paid to Twining, whichever amount is greater. Higher limits may be available by quotation.

Additional Insurance Coverage
Any requirements for additional insurance policies or coverage beyond our normal policies/limits (e.g. SML coverage) may be provided at an additional fee and will be quoted on a per project requirements basis.

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TWINING

General Conditions, Continued

Certified Payroll
Certified payroll will be provided, upon request, at an additional charge of $150.00/month. Fee applies to every month that certified payroll must be submitted regardless of whether or not services were provided for any given month.

Final Reports Required by Jurisdiction
If a final report or affidavit is required, we must first review all inspection and testing reports and clear up any unresolved issues on these reports. These issues will typically require approval by the engineer or architect of record. This process can take several weeks or just a day, depending on the number and complexity of the issues. Cost for final reports will be billed hourly.

Terms of Payment
Fees charged are for professional and technical services and are due upon presentation. If not paid within 30 days from date of invoice, they are considered past due and the maximum legal finance charge will be added to the unpaid balance.

In addition, should the client require that invoices be submitted through a web based or electronic system, the client will be responsible for all costs associated with the use of the system.

A 3% fee will be applied for payments processed by credit card.

All invoice errors or necessary corrections shall be brought to the attention of Twining within 15 days of receipt of invoice. Thereafter, customer acknowledges invoices are correct and valid. Twining reserves the right to terminate its services to a customer without notice if all invoices are not current. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Customer waives any and all claims against Twining, its subsidiaries, affiliates, servants, and agents for termination of work on account of these terms.

In the event of any litigation arising from or related to any agreement to provide services whether verbal or written, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney's fees and all other related expenses in such litigation. Additionally, in the event of a non-adjudicative settlement of litigation between the parties or a resolution of dispute by arbitration, that same process shall determine the prevailing party.

Hold Specimens
All "hold" specimens are charged at the applicable test rate whether tested or not.

Specimen Sampling and Disposal
Twining samples materials used in construction in accordance with standard practices, methods, codes, and relevant project requirements. Representativeness of sampling and accuracy of testing are subject to the same probabilistic and precision limitations as governing standards, codes and project technical provisions.

Should samples be provided by others Twining cannot warrant or guarantee that material is representative of material that is or will be used in actual construction of the project.

Specimens will be discarded after testing unless Twining has been notified prior to testing that the customer wishes to retrieve the specimens or storage arrangements are made. Costs for storage will be by quotation.

Oversize Specimens
An extra charge will be made when test specimens require more than one person to handle because of size or weight.

Elevated Work Platforms
In the event an elevated work platform is required to safely complete our work, the client must provide safe access for Twining personnel for all required inspection, testing, sampling, etc. including a trained and certified operator or qualified inspector as applicable. Twining will not be responsible for signing waivers associated with providing such access. Should Twining be required to supply an elevated work platform, we will contract with a qualified vendor and the markups shown above will apply.

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EXHIBIT B

Ralph Pauls' Inspection, LLC DBA

MCS INSPECTION

NACE Certified Coating Inspection Services

RATE SHEET

Ralph Pauls' Inspections, LLC DBA MCS Inspections' services are furnished on the basis of the following terms, in accordance with the following schedule of fees and charges.

- Coating Inspector, Level III $137.87 Per Hour
- Level III Overtime Rate $196.70 Per Hour
- Subsistence $255.00 per Day
- Travel .75 Cents per mile

Dive Inspection prevailing wage……..……..$6,500.00
Dive Inspection non-prevailing wage…….$4,500.00

Overtime, will be charged at the above rates for professional personnel and 1.5 times the above rates for inspector. Coating Inspector has a 4-hour minimum charge per site visit.

All inspecting equipment is included in the above charges. Other direct cost such as equipment rental, laboratories or specialized insurance required by client will be charged at cost plus 10%.

161 Nutwood Circle Paso Robles, CA 93446
info@mcsinspectiongroup.com 805-610-5455

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MILLENNIUM
CONSULTING ASSOCIATES
A MECA Consulting, Inc. Company

STANDARD FEE SCHEDULE 2026

Labor Classifications	Straight Time/Hr.
Senior Principal/Professional	**$275**
Principal/Professional	**$255**
Program Manager/Senior Professional	**$220**
Senior Scientist	**$190**
Project Scientist	**$175**
Senior Staff Scientist	**$155**
Staff Scientist	**$135**
Senior Field Technician	**$120**
Field Technician	**$95**
CAD/Graphics Specialist	**$90**
Project Administrative Specialist	**$75**

Rates subject to annual escalation of 3.0%

Other Direct Costs

Laboratory Analysis	
All analysis:	Cost + 20%
Equipment	
Other equipment	Rental Rate + 20%
Other	
Mileage	$0.73
Sample Shipment	Cost + 20%

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EXHIBIT C

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $3,000,000 per occurrence/**$6,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".
4. Professional Liability/Errors and Omissions:
   $3,000,000 per claim. Consultant/Contractor warrants that any retroactive date under this policy shall precede the effective date of this contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

Deductibles and Self-Insured Retention

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated

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volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.

2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

Consultant/Contractor shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

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EXHIBIT B

THIS FORM IS TO BE COMPLETED BY CITY STAFF ONLY

CITY OF LIVERMORE
DETERMINATION OF CONFLICT OF INTEREST
REPORTING FOR CONSULTANTS

Consultant Name (include name of specific person doing work if known).

Twining, Inc

Contract/Project Title.

Contract No. 25-1090

Brief Description of work to be done, or final product, and how it will be used.

provide professional geotechnical engineering, materials testing, special inspections, & construction inspection services

Is the Consultant making, participating in making, or influencing a governmental decision?	Yes [ ]; No [✔].
Is the Consultant performing work that could or would be done by an employee identified in the City of Livermore Conflict of Interest Code?	Yes [ ]; No [✔]. If YES, please identify the title for the designated employee:

Completed by Department Head Signature: Signed by: Brent C Smith AB20CC585F954B1... Date: 6/22/2026 | 2:35 PM PDT

City Attorney Determination:

Disclosure: [ ] None [ ] Category 1 [X] Category 2 [ ] Category 3 [ ] Category 4

Name and address of each individual subject to reporting requirements:

Linus Vitkas, see page 9 of agreement

Comments:

Role similar to existing disclosure categories and making discretionary decisions foreseeably impacting public financial interests

Assistant/City Attorney Signature: Signed by: Katherine Mirassou D48B6A0C4F27411... Date: 6/22/2026 | 4:05 PM PDT

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PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 20 , by and between the City of Livermore ("City"), a municipal corporation, and Quality Assurance Engineering, Inc. dba Consolidated Engineering Laboratories ("Consultant"), a(n) California Corporation.

RECITALS

City requires professional on-call geotechnical engineering, materials testing, special inspections, and construction inspection and administration services.

Consultant represents and warrants that it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges City has relied upon these representations and warranties as inducement to award this Agreement to Consultant.

AGREEMENT

NOW, THEREFORE, City and Consultant hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. **Retention as Consultant.** City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the Services described and defined below in Section 3 *Description of Services* subject to the terms and conditions in this Agreement.

2. Relationship of Parties – Independent Contractors.

(a) The relationship of the parties shall be that of independent contractors. Consultant is and shall at all times remain as to City a wholly independent contractor during the term of this Agreement.

(b) Consultant and its personnel performing the Services on behalf of Consultant are not City officers or employees. Consultant's personnel shall at all times be under Consultant's exclusive direction, control, supervision, and management. Consultant, at its own cost and expense, is responsible for all workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the Services by Consultant's personnel.

(c) Consultant and its personnel providing the Services shall not qualify for or become entitled to, and hereby waive any claims to, any compensation, benefit, or any incident in employment by City, including but not limited to enrollment in the California Public Employees Retirement System (PERS) as an employee of City and any entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

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(d) Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, and shall have no authority, express or implied, to bind City to any obligation whatsoever.

3. Description of Services. Consultant shall provide the services described in the recitals and more particularly set forth in Exhibit A Scope of Work, which are collectively defined as "the Services" for the purposes of this Agreement.

4. Consultant's Responsibilities. Consultant, at its own cost and expense, shall:

(a) Coordinate the Services with Dennis Aberion ("Project Manager"), or such other person designated as the Project Manager by City;

(b) At all times faithfully, competently, and diligently perform the Services to the best of its ability, experience, and talent in a courteous manner to the highest industry standards when performing the Services required hereunder. For the purposes of this Agreement the phrase "highest industry standards" means those professional standards recognized by one or more professional consultants performing similar Services under similar circumstances within City's region;

(c) Provide the resources and assign competent Consultant personnel necessary to complete the Services in a timely manner;

(d) Immediately remove and replace, without any cost to City, any member of Consultant's personnel providing the Services to City, in its sole discretion and at any time during this Agreement, directs Consultant to remove and replace, and City agrees to advise Consultant of the reason for the direction for the removal and replacement;

(e) Provide all facilities, goods, materials, and equipment that may be necessary for Consultant's personnel to provide the Services. City may furnish physical facilities such as desks, filing cabinets, and conference space that may be reasonably necessary for Consultant's use for the Services, but in no event shall City be required to furnish any facilities that involve incurring a direct expense such as computer, software, long-distance telephone or other communication charges, vehicles, or document reproduction facilities;

(f) Obtain and keep in effect during the term of this Agreement all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services, including obtaining a business license from the City of Livermore, and keep them all in effect for the term of this Agreement;

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(g) Obtain and complete the appropriate City forms for the City to pay Consultant electronically via the Automated Clearing House (ACH). Those forms may be obtained by email at accountspayable@livermoreca.gov or by calling Accounts Payable staff at (925) 960-4345. If Consultant opts-out of electronic payment, it must likewise complete the appropriate City forms that can be obtained from those same sources for payment by check. The authority granted by those forms will remain in force and effect until the City receives written notification of changes, which changes shall not take effect for at least ten business days to afford City a reasonable opportunity to act;

(h) Provide City with a complete Request for Taxpayer Identification Number and Certification Form W-9 using the form most recently issued by the Internal Revenue Service;

(i) Comply with all applicable state and federal laws, as well as Alameda County and City of Livermore ordinances, regulations, and adopted codes, when providing the Services;

(j) Only invoice City for the Services rendered. Consultant's invoice shall be in writing and describe the Services performed for the payment requested, and if requested by the Project Manager, Consultant shall certify the correctness of any invoice or invoices for Services provided. Consultant shall not submit an invoice to City more frequently than once a calendar month;

(k) Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least three years from the date of City's final payment to Consultant and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Consultant shall make the invoices and records immediately available to City upon delivery of a written request to examine, audit, or copy them at City's place of business during normal business hours. Consultant shall give City 30 calendar-days' written notice prior to destroying the invoices and records and allow City an opportunity to take possession. If City wants to take possession, then Consultant and City shall coordinate delivery of the invoices and records to City in the most efficient manner possible;

(l) Be available to the Project Manager, City staff, and other parties referred to Consultant by the Project Manager to answer questions or inquiries related to the Services or invoices;

(m) Prepare and submit a written report to the Project Manager, within three business-days of the Project Manager's written request, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services;

(n) Correct all errors in the Services. If Consultant fails to make such correction in a timely manner, then City may make the correction and then charge the cost thereof to Consultant or deduct that cost from the compensation payable to Consultant;

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(o) Comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA, when providing the Services; and,

(p) If applicable, Consultant shall ensure that all work for compensation is provided in compliance with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages.

5. Term. The term of this Agreement commences on 07/13/2026 and terminates upon the completion of the Services or 12/31/2031, whichever occurs first.

6. Termination by City. City may terminate any portion or all of the Services by giving Consultant at least 30 calendar-days' written notice. Upon receipt of a termination notice, Consultant shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and Consultant shall then assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Consultant in accordance with and subject to Section 7.

7. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $600,000 ("not-to-exceed amount").

(b) City shall compensate Consultant for the Services rendered at the hourly rates or task amounts set forth in Exhibit B Fee Schedule, and shall reimburse Consultant for travel expenses and other costs that are identified in Exhibit B, up to the not-to-exceed amount.

(c) Consultant and City acknowledge that compensation paid by City to Consultant pursuant to this Agreement is based upon Consultant's estimated costs to provide the Services, including the salaries and benefits paid by Consultant to its personnel. Consequently, Consultant and City further agree that compensation paid by City to Consultant is intended to include the costs of contributions to any pensions or annuities, or both, to which Consultant and its personnel may be eligible, and that City has no responsibility for contributions beyond the compensation paid to Consultant under this Agreement. As provided this Agreement, the hourly rates, task amounts and reimbursement for specified travel expenses and costs in the Fee Schedule are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services, including all taxes Consultant is required to pay.

(d) City shall pay Consultant no later than 30 days after City receives a written invoice from Consultant and verifies the Services were performed for the payment requested.

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(e) City shall pay Consultant via the Automated Clearing House or as otherwise instructed by Consultant pursuant to Section 4(g) above.

8. Ownership of Documents. All drawings, designs, data, photographs, reports and other items prepared or obtained by Consultant in the performance of the Services are City's property and Consultant shall deliver them to City upon demand.

9. Intellectual Property, Copyright, and Right of Use. All items created by Consultant for City under this Agreement are works made for hire, and Consultant shall give City the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Services. Consultant agrees that all aspects of the Services and items created thereby will be original works of creation and will not use, in whole or in part, any work created by any other party, except when expressly disclosed by Consultant to City and Consultant obtains a license to such items for the benefit of City. All licenses must be perpetual, world-wide, non-exclusive, and royalty free sufficient in scope to permit City's full use and enjoyment of its ownership rights in the items created by the Services.

10. Confidentiality. Consultant shall not disclose any confidential or proprietary information received from City to anyone except Consultant's personnel who require access to the information to perform the Services. This obligation shall survive termination and remain in full force and effect until the information, and any copies thereof, are returned to City or confirmed destroyed in a manner satisfactory to City.

11. Defense, Indemnity, and Hold Harmless. To the fullest extent permitted by law, Consultant shall hold harmless, indemnify, and defend with counsel selected by or otherwise acceptable to City, City and its elected and appointed officials, officers, directors, employees, agents, and designated volunteers (collectively "Indemnified Parties") from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively "Liability") of every nature arising out of or in connection with Consultant's performance of the Services, or in connection with Consultant's failure to comply with any of its obligations contained in this Agreement, except for such Liability caused by the sole active negligence or willful misconduct of the Indemnified Parties. Consultant's obligations to hold harmless, indemnify, and defend shall not be excused because of Consultant's inability to evaluate Liability or because Consultant evaluates Liability and determines that Consultant is not liable to the claimant. These obligations are independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement. Consultant must respond within 30 days to the tender of any claim for defense and indemnity by City.

(a) Modification for Construction Contracts. To the extent this Agreement is a "construction contract" covered by California Civil Code section 2782, then Consultant's duty to indemnify shall not apply in a manner prohibited by California Civil Code section 2782.

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(b) Modification for Design Professional Services. To the extent this Agreement is for "design professional services" defined in California Civil Code section 2782.8, then Consultant's duties to defend and indemnify shall only apply to the extent provided for in California Civil Code section 2782.8(a), unless section 2782.8(a) is not applicable for one of the reasons set forth in 2782.8(e)

12. Insurance. Without limiting Consultant's indemnification of the Indemnified Parties, Consultant shall procure and maintain at its own expense during the term of this Agreement policies of insurance in the amounts and under the terms set forth in Exhibit C *Insurance Requirements* against claims and Liability that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Consultant shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

13. Force Majeure; Service Delays. Should Consultant's performance of the Services be obstructed or delayed due to changes in the Services by City, by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain goods, materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then Consultant's time for performance may, at City's sole discretion, be extended for such periods as may be agreed upon by City and Consultant. Nothing in this section restricts City's authority in Section 6 to terminate this Agreement.

14. Acceptance of Final Payment. Consultant's acceptance of final payment will release City from any and all claims and liabilities for compensation under this Agreement.

15. Acceptance of Work. City's acceptance of, or payment to Consultant for, the Services does not release Consultant from its responsibility for the accuracy, completeness, or competency of the Services, nor do the actions constitute an assumption of Consultant's responsibility or liability by City for any defect or error in the Services.

16. Conflict of Interest. Consultant represents that no City employee or official has a financial interest in Consultant. Consultant shall not offer, encourage, or accept any financial interest in any part of Consultant's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between City and a private party, Consultant represents that it has not performed any work for that private party during the twelve-month period prior to the execution of this Agreement, and that it shall not negotiate, offer, or accept any contract for services from that party during the term of this Agreement.

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17. Economic Disclosure. Consultant shall comply with City's local conflict of interest code implementing the California Political Reform Act, and shall prepare and file an economic disclosure statement if the Services involve making, or participation in making, governmental decisions or financial decisions by City that may have a material effect on Consultant's financial interests as determined by the City Attorney's Office. While it is Consultant's sole responsibility to evaluate its conflicts of interest, Consultant nevertheless agrees to prepare and file an economic disclosure statement if requested by City.

18. Levine Act Compliance. California Government Code section 84308 (Levine Act) prohibits City officers from participating in any action related to a contract, license, permit, or entitlement if the officer receives political contributions from a party, or participant, or agent thereof, that totals more than $500 within the twelve months preceding the decision or within the twelve months following the date of the final decision. Consultant shall review and complete as necessary the City's California Levine Act Disclosure Statement that can be obtained from the City Clerk.

19. Use of Recycled Products. If fitness and quality are equal, then Consultant shall utilize recycled products consistent with the City's Environmentally Preferrable Purchasing and Practices Policy, and as defined in California Public Contract Code Section 12200 for the Services, instead of nonrecycled products whenever recycled products are available at the same or a lesser cost than nonrecycled items. Information on recycled materials can be found here:

- Sustainable Purchasing | StopWaste - Home, Work, School
- Reducing Waste at Work | StopWaste - Home, Work, School
- Recommendations of Specifications, Standards, and Ecolabels for Federal Purchasing | US EPA

20. Non-Exclusive Agreement. This Agreement is non-exclusive. City reserves the right to provide, and to retain other qualified consultants to provide, services that are the same or similar to the Services.

21. Business Entity Status. Consultant is responsible for filling all required documents and forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, as well as the California Business and Professions Code and any other state statute, to the extent such requirements apply to Consultant to provide the Services. By entering into this Agreement, Consultant represents that it is: authorized to do business in California; in good standing with the California Secretary of State; and, in good standing with all agencies having jurisdiction over Consultant, including any licensing agencies. If Consultant is a suspended entity at the time it enters into this Agreement, City may take steps to void this Agreement.

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22. Authority to Execute Agreement. Consultant has taken all necessary action to authorize the execution of this Agreement, and expressly represents that the person signing this Agreement on behalf of Consultant has received and accepted the authority to sign and execute this Agreement on behalf of Consultant. Upon the Effective Date, this Agreement shall constitute a legal, valid and binding obligation of Consultant, enforceable against Consultant in accordance with its terms, which authorization is ratified and confirmed upon Consultant's acceptance of the first compensation payment by City.

23. No Subcontracting and No Assignment. Consultant's unique personal competence, experience, specialized personal knowledge, and professional reputation were a substantial inducement to City for the award of this Agreement to Consultant, therefore no part of the Services may be assigned or subcontracted without City's prior written consent. For the purposes of this section, a change of fifty percent or more in the ownership or control of Consultant constitutes an assignment.

24. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, Consultant must present a written claim to City in accordance with Livermore Municipal Code Chapter 3.40 *Claims Administration*.

25. Work Eligibility. Consultant warrants that only personnel authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be provided by Consultant for the performance of the Services.

26. Non-Discrimination. In performance of the Services, Consultant agrees that it will not engage in discrimination in employment of persons because of such person's race, color, religion, sex/gender, gender identity/expression, sexual orientation, marital status, medical condition, military or veteran status, national origin, ancestry, disability, genetic information, age, or any protected classification when providing the Services. Consultant further agrees to comply with all provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in all programs or activities receiving federal financial assistance. Consultant further assures that it will take necessary actions to ensure compliance with these requirements in the performance of this Agreement.

27. Construction of Language.

(a) The terms and conditions in this Agreement have been arrived at through negotiation and each party had a full and fair opportunity to review and revise this Agreement with legal counsel. Any ambiguity in this Agreement will not be resolved against either party as the drafting party. In the event of an inconsistency or conflict between the language in the body of the Agreement and any exhibit hereto, the language in the body of the Agreement controls.

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(b) For the purposes of this Agreement, the terms "writing" and "written" includes electronic documents and communication via email, but not when those terms are used in Sections 6, 12, 23, and Sections 27 through 30 for notices, consent, or modifications. For the notices, consent, and modifications in Sections 6, 12, 23, and Sections 27 through 30, the terms "writing" and "written" means either a physically tangible document or an electronic document that satisfies the requirements in Livermore Municipal Code Section 2.64 Electronic Signatures.

28. Entire Agreement; Modification. This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the Services. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City can be used in place of the original for all purposes with the same effect as if it was the original.

29. Notice. Notices under this Agreement must be delivered to the addresses below by deposit in the United States mail or by overnight delivery service, with postage prepaid and delivery confirmation, with a courtesy copy delivered by email to the email addresses below:

TO CITY:	Attention: Dennis Aberion City of Livermore / Community Development 1052 South Livermore Avenue Livermore, CA, 94550 dsaberion@livermoreca.gov
Email:	purchasing@livermoreca.gov accountspayable@livermoreca.gov CityAttorney@livermoreca.gov
TO CONSULTANT:	Attention: Marty Meier Quality Assurance Engineering, Inc. dba Consolidated Engineering Laboratories 2001 Crow Canyon Road Suite 200 San Ramon, CA, 94583 United States
Email:	mmeier@ce-labs.com

30. Waiver. Failure to insist upon the strict performance of any term or condition in this Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party.

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31. Severability. If a court of competent jurisdiction determines a provision in this Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

32. Survival. The terms, conditions, and obligations in Sections 2, 8 through 11, 23, 24, 30, and 31 through 33 shall survive the completion or termination of this Agreement.

33. Jurisdiction and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, claim, or legal action of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda or in the United States District Court for the Northern District of California.

34. Electronic Signatures. By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications and to utilize electronic signatures in lieu of using paper documents pursuant to Livermore Municipal Code section 2.64 *Electronic Signatures* and all other applicable laws. You are not required to sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

35. Counterparts. This Agreement may be executed and delivered in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email, or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals and shall be valid and effective for all purposes.

****

Signatures and Exhibit List on the Next Page

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In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date set forth in the first paragraph of this Agreement, which is the date that this Agreement was signed on behalf of City after it was signed by Consultant.

CONSULTANT: **Dated:**

Signed by:
Rob Morse
CB7E933FA494432...

6/23/2026 | 7:48 AM PDT

Rob Morse
Senior Vice President

CITY OF LIVERMORE: **Dated:**

_____ _____

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F6571570452...

Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5F7D34BB6A748A...

Risk Manager/Analyst

Exhibits:

Exhibit A – *Scope of Work*
Exhibit B – *Fee Schedule*
Exhibit C – *Insurance Requirements*

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EXHIBIT "A"

SCOPE OF SERVICES

GEOTECHNICAL ENGINEERING & MATERIAL TESTING CONSULTING SERVICES, AND CONSTRUCTION INSPECTION & ADMINISTRATION SERVICES ON AN ON-CALL BASIS

The Consultant shall provide the City with professional geotechnical engineering and material testing services, and construction inspection and administration services on public projects, private developments and miscellaneous encroachment permits within the public right of way to ensure compliance with the specifications where public improvements are being constructed, on an on-call basis for a period of five years.

At the request of the City, the Consultant may perform the following work:

- Quality assurance testing on trench backfill, roadway embankments, pavements, and subgrades being performed in accordance with City approved plans and specifications and/or issued encroachment permits, all as per City Standard Details and Specifications, Caltrans Standard Specifications and Test Methods or as otherwise specified.

- Geotechnical investigative work, in relation to City streets and City structures. Federal Highway Projects will be required to meet the attached (Attachment 2) City's Quality Assurance Program for Federal Highway Projects. Some investigative work requested may be in relation to aspects of concern where proposed City Buildings and related facilities may be constructed (such as, determinations of physical characteristics of soils at sites, including those parameters relating to particular design considerations). The Consultant may be asked to prepare soils reports for various City infrastructure projects or perform environmental site assessments for various properties.

- Investigative work to determine remediation and alternative plans primarily where field conditions don't match original design parameters or the construction detail is precluded by field conditions or specification compliance may be unachievable or where designs may have been found to be inadequate during or after construction.

- Special inspections as required by Chapter 17 of the 2025 Edition of the California Building Code, including welding, post tension, concrete, reinforcement steel. Special Inspectors must be recognized by the Special Inspection Joint Review Committee. See attached "Building Department handout" for additional information relating to Special Inspection.

- Environmental site assessments and reconnaissance, including but not limited to asbestos, PCB, and lead abatement. Development of environmental abatement specifications. Ability to monitor friable asbestos and other hazardous materials during demolition, and provide inspection reports

- Coatings inspection and testing at City facilities including the Water Reclamation Plant.

- Hazardous material testing and/or survey for the classification of excavation and off-haul material and soils for various sites.

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- SWPPP inspections and reporting. Develop SWPPP plans for construction projects and site monitoring.

- Quality assurance testing for paving and grading, and structures.

- Materials sampling & testing including but not limited to concrete, structural steel, fire proofing, post tension, asphalt concrete, aggregates, soils, coating & paints.

- Soils reports & investigations to determine soil structural characteristics, porosity, and stability. Develop geotechnical corrective recommendations when field conditions vary from the soil reports.

- Environmental testing of soils, groundwater, and gases as necessary for the development of soils management plans.

- Provide full-time construction inspection and contract administration for public works projects, private developments, and encroachment permits.

  Responsibilities may include, but not limited to:

  - Provide full-time inspection services necessary to monitor and inspect the methods, workmanship and materials used by the contractor to assure compliance with the City's contract documents and any environmental permits.
  - Prepare daily inspection reports and collect photos documenting the contractor's daily activities.
  - Provide general monitoring and documentation of the contractor's compliance with health and safety on the project. Note: the contractor is responsible for ensuring the safety of their crews, all subcontractors, general site safety, and the public.
  - Routinely monitoring all contractor traffic control is implemented per approved traffic control plans and inspect detour and construction signing to ensure public safety.
  - Measure and track project quantities.
  - Track T&M work.
  - Attend pre-construction and/or weekly construction meetings.
  - Inspecting BMPs and ensuring SWPPP compliance.
  - Performing routine contract administration duties.
  - Conducting occasional public outreach.

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City of Livermore Quality Assurance Program

1.0 Purpose

This Quality Assurance Program (QAP) is a sampling and testing program that will provide assurance that the materials and workmanship incorporated into the City's street and highway construction projects are in conformance with the contract specifications. The main elements of the QAP are procedures for:

- Acceptance Testing (AT)
- Independent Assurance Sampling and Testing (IAST)
- Testing of Manufactured Materials

2.0 Applicability

This QAP applies to MAP21 funded (Federal aid) local agency projects off the National Highway System (NHS).

2.1 On-NHS system projects are governed by Caltrans' FHWA-approved QAP, found in Section 16.14 of the Local Assistance Procedures Manual, Chapter 16 – Administer Construction Contracts, Section 14 – Quality Assurance Program ("LAPM-16.14").

2.2 Off-NHS system, Federally funded projects are governed by the procedures in this City of Livermore QAP. Use of this QAP is mandatory for Federal-aid projects and its use is at the discretion of the City of Livermore's staff for other City street and highway projects. This local QAP is based upon the requirements for local QAPs contained in the aforementioned Section 16.14. Federally funded projects that mix on-and off-NHS sites should utilize the Caltrans QAP.

3.0 Approval

This local QAP has been approved by the City of Livermore City Engineer, who is a registered Civil Engineer in the State of California. It shall be kept on file and available for Caltrans review.

4.0 Testing Required.

This local QAP describes procedures for three types of required testing, described as follows:

a. Acceptance Testing – procedures for regular testing of materials entering a construction project to verify that the materials, or products, comply with contract specifications or standards.

b. Independent Assurance Sampling and Testing – procedures to verify that acceptance testing is being performed correctly by:

1) Verifying that equipment used for acceptance testing is properly calibrated and in good working condition.
2) Witnessing sampling and testing by the Acceptance Tester.
3) Splitting material samples and comparing the test results between the Acceptance Tester and Independent Assurance Sampler and Tester.

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c. Testing of Manufactured Materials – procedures for inspecting, accepting and testing of manufactured and prefabricated materials either by source inspection, job site inspection, or certificate of compliance.

5.0 General Procedures and Requirements.

Conduct of the sampling and testing shall follow these general procedures:

5.1 **Construction Documents.** Because the City does not provide it's own testing and inspection of materials, provision of such services must be arranged prior to advertising a project and addressed appropriately in the construction documents.

5.2 **Sampling and Testing Options.** The City may select from the following sources to perform sampling and testing:

- Another agency's laboratory
- Caltrans' laboratory
- Private consultant laboratory

Non-Caltrans laboratories shall have a QAP that meets LAPM-16.14 requirements.

5.3 **Engineering Charge.** All laboratories shall be under the responsible engineering management of a California registered professional engineer who shall certify results of tests performed under his supervision.

5.4 **Contractor Influence.** The contractor shall not select or exercise any authority over the laboratory utilized.

5.5 **Certification of Laboratory Personnel**. The certification requirements of LAPM-16.14 shall apply. Generally:

- Current certification is required for the following sampling and testing personnel: construction management/inspection, local agency, consultant laboratory and their subconsultants.

- For on-NHS projects, certification shall be a "Certificate of Proficiency for an Acceptance Tester" (MR-0111), issued to an individual by the Caltrans District Materials Engineer or his designee, based either on Caltrans training, or on submittal of evidence of non-Caltrans training, experience or certification such as the "National Institute for Certification in Engineering Technologies" (NICET).

  For off-NHS projects, certification of personnel for AT and IAST shall be either Caltrans (MR-0111 or MR-0100), NICET, or similar certificate acceptable to the City Engineer.

- Certificates for personnel on a project shall be retained in the Resident Engineer's (RE) project files.

- Sampling and testing by an uncertified person is acceptable only in extreme, unforeseen emergencies, upon assurance by the Resident Engineer that the uncertified person is competent to perform the work.

5.6 **Laboratory Equipment Calibration.** The City shall obtain documentation of consultant laboratory's calibration of its equipment in accordance with LAPM-16.14 and nationally

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recognized calibration standards. The laboratory is responsible for performing the calibrations and providing such records to the City. Calibration records shall be provided to the Caltrans District Materials Engineer upon request.

Calibration of laboratory equipment and field test equipment (e.g. sand cones, scales, moisture test, slump cones, air meters) shall occur prior to use on a construction project and on regular, appropriate intervals not exceeding one year.

5.7 **Cost Recovery.** Materials testing and sampling costs are eligible to be charged to the construction engineering phase of the project.

5.8 **Compliance.** Failure to comply with the local agency QAP may result in loss of Federal funds.

5.9 **Records.** City's QAP and consultant's QAP material records of samples and tests, material releases, and certificates of compliance for a project shall be incorporated into the RE's project file. For Federally funded projects, records shall be retained for a period of three years.

5.10 **Project Certification.** Upon project completion, the RE shall complete and sign a "Materials Certificate" (Caltrans LAPM Exhibit 17-G). The Certificate shall be submitted to the Caltrans Local Assistance Engineer (for Federally funded projects) and retained in the project construction files. All non-conforming materials must be explained and justified on the Certificate.

6.0 Acceptance Sampling and Testing

6.1 **Definition.** Acceptance Testing ("AT") is defined as regular testing of materials entering a construction project to verify compliance with contract specifications or standards.

6.2 **Timing.** Sampling should begin as soon as materials are placed on a project. Testing should be performed promptly to enable data evaluation and necessary measures to be taken by the RE and contractor.

6.3 **Test Methods.** Both California and American Society of Testing and Materials (ASTM) test methods are acceptable.

6.4 **Frequency.** Sampling and testing shall occur in accordance with Caltrans' "Frequency Tables" (LAPM Exhibit 16-R), except as modified in writing by the City Engineer for a specific project. The tables are intended as a guide; the actual quality of materials tested may justify decreasing or increasing the frequency of subsequent similar samples and tests.

6.5 **Tests to be Performed.** The tests to be performed shall be in accordance with Caltrans "Frequency Tables" (LAPM Exhibit 16-R), and the Caltrans Standard Specifications as modified by the project Special Provisions, except as modified in writing by the City Engineer.

As a guideline, the following tests comprise a minimum scope for commonly used materials:

Aggregate Base – Sieve Analysis, Sand Equivalent, R-value, and Durability for each new source

Aggregate Subbase – Sieve Analysis, Sand equivalent, and R-Value

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Asphalt Concrete – Sieve Analysis for aggregate sampled at the plant. Asphalt content, Maximum Density, and In-Place Density for AC sampled at the site. (A Certificate of Compliance may be accepted for Liquid Asphalt).

Soil – Maximum Density, In-Place Density (relative Compaction) at the site.

Concrete – Sieve analysis for aggregate sampled at the plant. (A Certificate of compliance may be accepted for aggregate Cleanliness, aggregate Sand Equivalent, Admixtures, and Portland Cement concrete.) Compressive Strength (Cylinders).

6.6 **Test Result Reporting Guidelines.** Results should be submitted to the RE within 3 working days of sampling, or as dictated by the construction schedule. Results may be expedited by using fax, telephone, or e-mail.

6.7 **Summary Logs.** "Material Testing Summary Logs" shall be maintained by the RE for each material requiring multiple sampling and testing. Log data shall include station location, test sample depth, approximate quantity of sample material, test result, and tester.

6.8 **Minor Quantities.** Relatively minor quantities of materials from a known, reliable source may be accepted without testing if:

a. The RE performs visual examination of materials, or

b. The manufacturer or supplier certifies that the material furnished complies with specification requirements

Such records of acceptance shall be placed in the RE's project files with related inspection notes.

Examples of maximum "minor quantities" include (from LAPM–16.14):

- Aggregates used for other than Portland Cement concrete: 100 tons per day or 500 tons per project.
- Bituminous mixtures: 50 tons per day or 500 tons per project.
- Bituminous material: 100 gallons per project
- Paint: 20 gallons per project.
- Non-reinforced or clay pipe: 100 lineal feet.

6.9 **Re-testing.** Failing test results require re-testing to isolate the failed area. The Log Summary shall cross-reference the retest to the initial failed test.

7.0 Independent Assurance Sampling and Testing (IAST)

7.1 **Definition.** The purpose of these procedures is to verify that Acceptance Testing is being performed correctly and reliably, and to ensure that equipment is properly calibrated.

7.2 **Applicability.** IAST procedures are required for Federally funded projects on and off the NHS system. For on – NHS projects, LAPM-16.14 procedures apply. For off - NHS projects, the City will verify that its consultant laboratory's QAP includes IAST procedures for "testing its own

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testers". IAST procedures are optional, and may be required at the discretion of the City Engineer, for non-Federally funded projects.

7.3 **IAST Testers.** Only persons holding an Independent Assurance Sampler Tester Certificate (Caltrans Form MR-0100) may perform IAST. These may include individually certified Caltrans or City REs, laboratory personnel or consultant testers. Testers shall be free of conflict of interest if also performing other testing work.

7.4 **Frequency of IAST.** The IAST frequency shall be as specified in the consultant laboratory's QAP for each project where IAST is required.

8.0 Testing of Manufactured and Assembled Materials.

8.1 **Definition.** This procedure provides methods for inspecting, accepting, and testing materials that are manufactured or prefabricated off the project site.

8.2 **Certificate of Compliance.** The City may accept manufactured products, materials, or assemblies if accompanied by a Certificate of Compliance, provided they do not involve structural integrity or public safety. Such Certificate shall be signed by the manufacturer and shall state that materials and workmanship conform to the specific project specifications.

8.3 **Source Inspection.** As an alternative to a Certificate of Compliance, the City or it's consultant, may request Caltrans to do a Source Inspection in accordance with LAPM-16.14 procedures.

8.4 **Applicable Materials.** Contract documents shall specify which materials require a Certificate of Compliance (or optional Source Inspection). Typical materials are listed in LAPM Exhibit 16-T.

8.5 **Responsibility.** The Resident Engineer shall ensure that Certificates are furnished with material deliveries and are kept in the RE's project file.

8.6 **Documentation.** The certified material's lot number and project number shall be identified on the certificate and on lot tags or stenciled on the material. In addition, this data shall be referenced on the inspector's daily logs and laboratory reports.

8.7 **Re-testing.** Certified materials may be sampled and tested again on the job site, and rejected for cause whether in place or not.

Local Agency
Approval

1/9/15

Ms. Cheri Sheets, P.E.
City Engineer
City of Livermore



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EXHIBIT C

CONSOLIDATED ENGINEERING LABORATORIES

List of Services & Fee Schedule

EFFECTIVE JANUARY 1, 2026 THROUGH DECEMBER 31, 2026

Proposed Annual Escalation Rate
The rates herein will be in effect through December 31, 2026. Thereafter, the unit rates are subject to a four percent (4%) increase to mitigate the annual operating cost increases.

ATLAS GEOTECHNICAL

PERSONNEL	*RATE*	*UNIT*
Principal Engineer/Geologist/Scientist/ Hygienist	$245.00	Hour
Senior Engineer/Geologist/Scientist/ Hygienist	$225.00	Hour
Project Engineer/Geologist/Scientist/ Hygienist	$195.00	Hour
Staff Engineer/Geologist/Scientist/ Hygienist	$175.00	Hour
Assistant Engineer	$150.00	Hour
Technician Supervisor	$150.00	Hour
Field Technician/Soils Testing/Field Compaction (Prevailing Wage)	$129.00	Hour
Laboratory Technician	$110.00	Hour
Assistant Technician/Inspector (Special Inspector)	$119.00	Hour
Administrative	$95.00	Hour
General Construction Inspection (Staff Augmentation)	$129.00	Hour
Depositions, minimum 4 Hours	$350.00	Hour
Expert Witness, minimum 4 Hours	$475.00	Hour
Nuclear Gauge (Portal-to-Portal)	$105.00	Visit
Vehicle & Communication Equipment Charge	$12.00	Hour

SOIL AND BASE MATERIALS	*RATE**	*UNIT*
Moisture and Density Relationships		
Compaction, Standard Proctor, ASTM D698	$350.00	Each
Compaction, Modified Proctor, ASTM D1557	$350.00	Each
Compaction, Checkpoint, ASTM D1557	$195.00	Each
Compaction, California Impact, CT216	$335.00	Each
Moisture/Density, Sample Tubes, ASTM D2216/D2937	$35.00	Each
Moisture Content, Bulk Sample, ASTM D2216	$25.00	Each
Moisture/Density, to 2.5" diameter sample, ASTM 7263b	$35.00	Each
Particle Size Analysis		
Sieve Analysis w/ #200 Wash, ASTM D6913, D1140	$120.00	Each
Sieve Analysis/Hydrometer, ASTM D6913, D7928	$282.00	Each
Hydrometer, ASTM D7928	$177.00	Each
Minus #200 by Wash, ASTM D1140	$105.00	Each
Sieve Analysis, Bulk Sample Gradation, ASTM C136/CT202	$215.00	Each
Soil Characteristics		
Atterberg Limits (Plasticity Index), ASTM D4318 / CT204	$230.00	Each
Soil Classification, ASTM D2487	$375.00	Each
Specific Gravity, D854	$115.00	Each
Permeability of Granular Soils (Constant Head) ASTM D2434	$440.00	Each
Permeability, Flexible Wall, Cohesive Soil, ASTM D5084	Quote on request	
Permeability, Rigid Piston Driven, Cohesive Soil, ASTM 5856	Quote on request	
Volume Change		
Consolidation, Method A Constant Load, 7 load increments, ASTM D2435	$485.00	Each
Consolidation, Method A Constant Load, per load increment, ASTM D2435	$65.00	Each
Consolidation, Method B Timed per load increment, ASTM D2435	$550.00	Each
Consolidation/Swell, Cohesive Soil, per point, ASTM D4546, Method B	$445.00	Each
Consolidation/Swell, Cohesive Soil, per point, ASTM D4546, Method C	$500.00	Each
Collapse Potential, ASTM D5333	$225.00	Each
Expansion Index Test (ASTM D4829)	$540.00	Each
Expansion, Shrinkage, and Uplift Pressure, ASTM D3877	$420.00	Each
Soil Strength		
Direct Shear, 3 points, Unconsolidated-Undrained, Q-test. ASTM D3080	$380.00	Each

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Direct Shear, additional points, Unconsolidated-Undrained, Q-test	$130.00	Each
Direct Shear, 3 points, Consolidated-Undrained, R-Test	$380.00	Each
Direct Shear, 3 points, Consolidated-Drained, ASTM D3080	$900.00	Each
Direct Shear, 3 points, Residual, ASTM D6467	$880.00	Each
Direct Shear, per point, Residual, Each Additional Cycle, ASTM D6467	$385.00	Each
Unconfined Compressive Strength, ASTM D2166	$100.00	Each
Unconfined Compressive Strength (lime or cement treated), CT373	$440.00	Each
Unconfined Compression, Field Prepared CTB, per point ASTM D558, D1632, D1633	$200.00	Each
Triaxial	Quote on request	
Corrosivity		
Corrosivity, Water Soluble Sulfate, ASTM D4327	$74.00	Each
pH, ASTM 4972	$48.00	Each
Lab Resistivity	$98.00	Each
Corrosivity (pH, resistivity, chlorides, sulfate, sulfide) D4972, G57, D4327, D4658M	$410.00	Each
Corrosivity, Caltrans (pH, chlorides, sulfate, resistivity) CT 643, 417, 422	$350.00	Each
MISCELLANEOUS GEOTECHNICAL AND ENVIRONMENTAL CHARGES	***RATE****	***UNIT***
All Other Direct Project Expenses (such as contract drilling and backhoe services, utility location, outside geotechnical or analytical laboratory, special equipment rental, commercial travel, protective clothing, shipping, etc.)	Cost + 15%	
Drone Rental	$160.00	day
Mobilization (Environmental Only(	$110.00	day
Sampling Supplies	$85.00	day
Company Vehicle (Environmental Group Only)	$110.00	day
Photoionization Detector (PID)	$15.00	hour
Water Level Meter	$35.00	day
XRF Unit - On-site Lead Analysis	$127.00	day
Air Particulate	$11.00	day
BASIS OF CHARGES	***RATE***	***UNIT***
Work Over 8 Hours per Day, or on Saturdays	Time and One-Half	
Work Over 12 Hours	Double Time	
Work on Sundays/Holidays	Double Time	
Swing or Graveyard Shift Premium	$15.00	Hour
Work from 0 to 4 Hours (technician services only)	4-hour Min Billing	
Work from 4 to 8 Hours (technician services only)	8-hour Min Billing	
Show-Up Time	2-hour Min Billing	
Sample Pick-Up	$130.00	Hour
Laboratory Testing - Rush Fee	Testing Cost + 50%	
Credit Card Payment Fee	2.5% Premium	
Reimbursables	Cost + 15%	
QA/QC Plan Written Procedures	Quote on Request	
Travel Time (Portal to Portal)	Basic Hourly Rate	
Mileage	$0.70	Mile
Per-diem, Including Lodging	$160.00	Day

CONSOLIDATED ENGINEERING LABORATORIES

INSPECTION SERVICES	***RATE***	***UNIT***
ICC/AWS Inspector with NDT Equipment	$129.00	Hour
ICC/AWS Inspector (Visual Only)	$119.00	Hour
ICC Certified Inspector	$119.00	Hour
Proofload Testing/Anchor Installation Inspector	$110.00	Hour
Senior Building Inspector (Staff Augmentation)	$129.00	Hour
Mechanical Inspector	$139.00	Hour
Electrical Inspector	$139.00	Hour
Plumbing Inspector	$139.00	Hour
OSHPD IFC Premier Certified Firestop Inspector	$129.00	Hour
DSA Masonry/Shotcrete Inspector	$129.00	Hour
Soils Inspector with Nuclear Gauge (Portal-to-Portal Charges Apply)	$129.00	Hour
SPECIALIZED SERVICES	***RATE***	***UNIT***
Pachometer	$129.00	Hour
In-Place Brick Shear Tests (Masonry) - Two-Person Crew (4-Hour minimum)	$245.00	Hour
Ground Penetrating Radar (GPR)		
- One Man Crew	$225.00	Hour
- Two Man Crew	$330.00	Hour
Floor Flatness Testing:		
- Surveying/Inspection	$168.00	Hour

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Phased Array Technician	$149.00	Hour
Profileograph Technician	$149.00	Hour
Profileograph Equipment	Quote on request	
CONCRETE	***RATE****	***UNIT***
Concrete Mix Design Review	$325.00	Each
Trial Batches, Prepared in Laboratory C192	$995.00	Each
Length Change of Concrete (Shrinkage), set of 3, ASTM C157, CT 530	$420.00	Each
Compression, 6X12 Cylinders, ASTM C 39, CT 521	$39.00	Each
Compression 4x8 Cylinders ASTM C 39	$39.00	Each
Compression, Core (including end preparation), ASTM C 42	$105.00	Each
Compression, 3X6 Cylinders Lightweight Insulating Concrete, ASTM C 495	$70.00	Each
Grout Compression, 2X2 Cubes, Each age, ASTM C 109	$70.00	Each
Epoxy Grout 2x2 Cube Compression ASTM C 579	$70.00	Each
Cylinders, Stored 60 days (hold cylinders)	$45.00	Each
Splitting TensileStrength, 6X12 Cylinders, ASTM C 496	$135.00	Each
Unit Weight of Concrete Cylinders, ASTM C 567	$105.00	Each
Unit Weight of Lightweight Insulating Concrete, ASTM C 495	$105.00	Each
Compression Test of Lightweight Insulating Concrete, ASTM C 495	$105.00	Each
Flexural Strength of Concrete, ASTM C 78	$235.00	Each
Shotcrete Pre-Production Panel Evaluation, Up to 12"Thick	$1,300.00	Each
Shotcrete Pre-Production Panel Evaluation, 12" to 24"Thick	$2,100.00	Each
Shotcrete Panel Core Compression Test, ASTM C 42	$115.00	Each
SOIL MECHANICS	***RATE****	***UNIT***
Moisture/Density Curve		
Standard Proctor ASTM D 698	$345.00	Each
Modified Proctor ASTM D 1557	$345.00	Each
Checkpoint (ASTM or Caltrans)	$170.00	Each
California Impact, CT 216	$350.00	Each
Rock Correction for Oversize Material, ASTM D4718/CT216	$135.00	Each
Sieve Analysis		
Bulk Sample Gradation, ASTM C 136/C117/ CT202	$215.00	Each
Material Finer than #200 Sieve, ASTM C 117	$105.00	Each
Soil Mechanics		
"R" Value, ASTM D 2844/CT 301	$450.00	Each
California Bearing Ratio, 1 pt. (ASTM D1883)	$285.00	Each
California Bearing Ratio, 3 pt. (ASTM D1883)	$755.00	Each
California Bearing Ratio, 3 pt. (ASTM D1883) w/ 96 Hour soak	$860.00	Each
AGGREGATES	***RATE****	***UNIT***
Sieve Analysis, Bulk Sample Gradation (Coarse & Fine), ASTM C136/C117/CT202	$195.00	Each
Sieve Analysis, Material Finer than #200 Sieve, ASTM C 117/CT202	$95.00	Each
Sieve Analysis, Coarse Agg (3" to #4), ASTM C136/CT202	$168.00	Each
Sieve Analysis, Fine Agg (#4 to #200), ASTM C136/CT202	$168.00	Each
Specific Gravity (Coarse), ASTM C 127/CT 206	$147.00	Each
Specific Gravity (Fine), ASTM C 128/CT 207	$174.00	Each
Absorption, Coarse Agg or Fine Agg , ASTM C 127/ASTM C 128	$105.00	Each
Uncompacted Void Content of Fine Aggregate CT234	$158.00	Each
Organic Impurities in Concrete Sand, ASTM C 40/ CT213	$132.00	Each
L.A. Rattler, ASTM C 131 or C535/CT 211 (500 rev)	$310.00	Each
Clay Lumps & Friable Particles ASTM C142	$158.00	Each
Fractured Particles in Coarse Agg ASTM D5821	$174.00	Each
Lightweight Particles in Aggregate ASTM C123	$142.00	Each
Staining of Lightweight Aggregate ASTM C641	$263.00	Each
Sulfate Soundness (per sieve size), ASTM C 88	$142.00	Each
Unit Weight of Aggregates, ASTM C 29	$115.00	Each
Flat and Elongated Particles in Coarse Aggregate, ASTM D4791	$190.00	Each
% Crushed Particles, CT 205	$263.00	Each
Cleanness Value, CT 227	$158.00	Each
Sand Equivalent, ASTM D 2419/CT 217	$137.00	Each

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Durability Index (Coarse or Fine Agg) ASTM D 3744/CT 229	$190.00	Each
Moisture Content of Aggregate ASTM C566	$53.00	Each
Potential Alkali Reactivity of Aggregates ASTM C1260	$1,000.00	Each
C33 Coarse Aggregate Qualification Testing (ASTM C33)	$3,156.00	Each
C33 Fine Aggregate Qualification Testing (ASTM C33)	$2,850.00	Each
HOT MIX ASPHALT (HMA)	***RATE****	***UNIT***
Bulk Sp. Gravity of Compacted HMA (Plant Mix) ASTM D2726/ CT 304, CT308	$110.00	Each
Bulk Sp. Gravity of Compacted HMA (Lab Mix) ASTM D2726/ CT 304, CT308	$125.00	Each
Theoretical Max Spec. Gravity (Rice Density) ASTM D2041/ CT 309	$195.00	Each
Stabilometer Value including Compaction, ASTM D1560/ CT 366, per point	$185.00	Each
Asphalt Content (Ignition Oven Method) ASTM D 6307/ CT382	$189.00	Each
Ignition Oven Calibration Factor ASTM D6307/ CT382	$290.00	Each
Asphalt Content (Solvent Extraction Method) ASTM D2172	$375.00	Each
Sieve Analysis of Extracted Aggregate, ASTM D5444/CT 202	$199.00	Each
Caltrans Complete HMA Tests (Rice or BSG, S-Value, Ignition, Extracted Gradation)	$1,100.00	Each
Marshall Compaction (Lab Mix), set of 3, ASTM D 6926	$420.00	Each
Marshall Compaction (Plant Mix), set of 3, ASTM D 6926	$315.00	Each
Marshall Flow and Stability, per point, ASTM D 6926	$89.00	Each
Effect of Moisture on AC (Tensile Strength Ratio) ASTM D4867/ CT 371	$1,900.00	Each
Swell of Bituminous Mixtures, CT 304/305	$237.00	Each
ASPHALTIC CEMENT	***RATE****	***UNIT***
Penetration of Bituminous Materials at 77°F, ASTM D5/AASHTO T49	$75.00	Each
Penetration of Bituminous Materials at 32°F to 158°F, ASTM D 5/AASHTO T49	$110.00	Each
Kinematic Viscosity of Asphalt, ASTM D 2170/AASHTO T201	$179.00	Each
Absolute Viscosity of Asphalt, ASTM D2170/ AASHTO T201	$179.00	Each
Viscosity (Asphalt Institute Method)	$205.00	Each
Rolling Thin Film Test, ASTM 2872/Cal 346/ AASHTO T240	$190.00	Each
Residue by Evaporation, ASTM D244/AASHTO T59	$230.00	Each
Extraction and Recovery, ASTM D2172/ ASTM D 1856	$894.00	Each
MASONRY	***RATE****	***UNIT***
Concrete Blocks		
Compression, Gross Area, ASTM C 140	$115.00	Each
Compression, Gross Area, Unusual Shape, ASTM C 67	$115.00	Each
Compression, Net Area, ASTM C 140	$105.00	Each
Absorption and Moisture, ASTM C 140	$158.00	Each
Linear Shrinkage ASTM C 426	$168.00	Each
Dimensional Measurement of Masonry Units ASTM C 140	$68.00	Each
Bricks		
Absorption, with saturation Coefficient, ASTM C 67	$115.00	Each
Compression, ASTM C 67	$89.00	Each
Modulus of Rupture, ASTM C 67	$42.00	Each
Grout		
Compression, Grout Prisms, ASTM C 1019	$95.00	Each
Compression, Mortar Cylinders, ASTM C 780	$60.00	Each
Compression, Composite Prisms, ASTM C 1314	$195.00	Each
Compression, Masonry Core, ASTM C 140	$110.00	Each
Shear, Masonry Core, CCR Title 24	$126.00	Each
REINFORCING STEEL - ASTM A 615/A706	***RATE****	***UNIT***
Tensile Strength and Bend Test		
Samples, Size #3 - #10	$100.00	Each
Samples, Size #11	$126.00	Each
Samples, Size #14	$220.00	Each
Samples, Size #18 (Full Section)	$474.00	Each
PRESTRESSING STEEL - ASTM A 416	***RATE****	***UNIT***
Uncoated 7 Wire Strand, 1/4" to 1/2"		
Yield Strength, Breaking Strength, and Elongation (Note: for Vinyl Coated Strands, (add $ 45.00 per test; for Modulus of Elasticity, add $ 45.00 per test)	$315.00	Each
Breaking Strength Only	$205.00	Each

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STRUCTURAL STEEL (mild steel not over one inch thick)	***RATE****	***UNIT***
Tensile Strength, ASTM A 370 (test only)		
Samples, Under 1-1/2 square inch in cross section	$142.00	Each
Samples, 1-1/2 square inch and over in cross section	$195.00	Each
Chemical Analysis	$211.00	Each
Bending	$89.00	Each
Anchor Bolts, ASTM F1554, tensile	$211.00	Each
High Strength Bolts, Nuts, and Washers, ASTM A 325, A 490, A 449		
Bolt Assembly Test	$274.00	Each
Bolts Proof Load and Ultimate	$115.00	Each
Nuts Proof Load	$63.00	Each
Hardness (Rockwell)	$32.00	Each
WELDMENT TESTING (mild steel not over one inch thick)	***RATE****	***UNIT***
Transverse Tensile	$142.00	Each
Transverse Side Bend	$105.00	Each
Transverse Root and Face Bend	$105.00	Each
Macroetch	$105.00	Each
0.505"Tensile Specimen	$142.00	Each
Charpy V-Notch Specimen	Quote on Request	
Preparation of WPS, PQR, or Welder Certificate	$132.00	Each
NONDESTRUCTIVE TESTING	***RATE***	***UNIT***
Radiography		
Radiographic Testing-Weld Procedure Qualification (physical testing not included)	$580.00	Each
Consultation	$137.00	Hour
One-Person Crew	$137.00	Hour
Film	$21.00	Each
Magnetic Particle Level III (ASNT)	$139.00	Hour
Magnetic Particle Level II (ASNT)	$129.00	Hour
Ultrasonic Level III (ASNT)	$139.00	Hour
Ultrasonic Level II (ASNT)	$129.00	Hour
Dye Penetrant Level III (ASNT)	$139.00	Hour
Dye Penetrant Level II (ASNT)	$129.00	Hour
ROOFING	***RATE****	***UNIT***
Ply Count and Asphalt by Difference, ASTM D 2829	$158.00	Each
Weight Analysis, ASTM D 2829	$84.00	Each
FIREPROOFING	***RATE****	***UNIT***
Density of Sprayed on Fireproofing, ASTM E 605/UBC 43-8	$79.00	Each
Cohesion/Adhesion, ASTM E 736	$79.00	Each
FIRE/LIFE SAFETY SYSTEMS	***RATE****	***UNIT***
Fire/Life Safety Systems Inspection	$121.00	Hour
Mechanical Engineer	$258.00	Hour
Staff Engineer	$190.00	Hour
Final Affidavit (Request 6 Working Days Advance Notice)	Quote on Request	
GEOTEXTILE FABRIC	***RATE****	***UNIT***
Tensile Strength by Grab Method	$389.00	Each
Puncture Resistance, Index, ASTM D 4833	$267.00	Each
Trapezoidal Tear	$296.00	Each
Mass Per Unit Area, ASTM D 3776	$198.00	Each
Simulated Asphalt Retention, ASTM D 4830	$487.00	Each
Unit Weight Analysis, ASTM S 2329	$84.00	Each
Ply Count and Void Analysis, ASTM D 2329	$158.00	Each
CEMENT	***RATE****	***UNIT***
Storage of Grab Sample, 60 days	$23.00	Each
Cement Content of Hardened Concrete, ASTM C 1084	$2,600.00	Each
GFRC PANEL TEST	***RATE****	***UNIT***
Flexural Testing, per P.C.I Recommended Practice	$75.00	Each
Pullout Testing of Anchors, per P.C.I. Recommended Practice	$122.00	Each
Fiberwrap Testing (ASTM D3039)	$640.00	Set
MISC. TESTS & INSPECTIONS	***RATE***	***UNIT***
Calibration of Hydraulic Rams	$263.00	Each
Universal Testing Machine with Technician	$289.00	Hour
Instron Testing Machine with Technician	$289.00	Hour
Windsor Test Probes	Quote on Request	
Weld Procedure Review	$325.00	Each
Expert Witness	$3,200.00	Day
BASIS OF CHARGES	***RATE***	***UNIT***
Work Over 8 Hours Per Day	Time and One-Half	
Work Over 12 Hours, Monday-Friday	Double Time	
Work on Saturdays	Time and One-Half	
Work Over 8 Hours on Saturday	Double Time	
Work on Sundays/Holidays	Double Time	
Swing or Graveyard Shift Premium	$15.00	Hour
Work from 0 to 4 Hours	4-Hour Minimum	
Work from 4 to 8 Hours	8-Hour Minimum	
Show-Up Time	2-Hour Minimum	
Sample Pick-Up	$130.00	Trip
Premium Sample Pick-Up (after 4 PM, before 5 AM, Weekends and Holidays)	2 x Pick-Up Rate	

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Trip Charge	$100.00	Trip
*Laboratory Testing - Rush Fee	Cost + 50%	
Technician with Nuclear Gauge	Portal-to-Portal	
Final Affidavit per each Applicable Permit (Request 6 working days in advance)	$500.00	Each
DSA Interim Verified Reports	$150.00	Each
Extra Copies (Over 4 per Issue Date) of Inspection Reports and Final Affidavit	$20.00	Each
Reports on CD	$150.00	Each
Project Engineering and Management	10% of Fees	
Credit Card Payment of Fees	2.5% Premium	
Certified Payroll Processing	$125.00 per invoice	
Reimbursables	Cost + 15%	
QA/QC Plan Written Procedures	Quote on Request	
Out of Area Services (Beyond 40-Mile Radius)		
Travel Time	Basic Hourly Rate	
Mileage	$0.70	Mile
Per-diem, Including Lodging	$160.00	Day

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EXHIBIT C

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $3,000,000 per occurrence/**$6,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".
4. Professional Liability/Errors and Omissions:
   $3,000,000 per claim. Consultant/Contractor warrants that any retroactive date under this policy shall precede the effective date of this contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

Deductibles and Self-Insured Retention

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated

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volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.

2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

Consultant/Contractor shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

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EXHIBIT C

THIS FORM IS TO BE COMPLETED BY CITY STAFF ONLY

CITY OF LIVERMORE
DETERMINATION OF CONFLICT OF INTEREST
REPORTING FOR CONSULTANTS

Consultant Name (include name of specific person doing work if known).

Quality Assurance Engineering, Inc. dba Consolidated Engineering Laboratories

Contract/Project Title.

Contract No. 25-1091

Brief Description of work to be done, or final product, and how it will be used.

provide professional geotechnical engineering, materials testing, special inspections, & construction inspection services

Is the Consultant making, participating in making, or influencing a governmental decision?	Yes [ ]; No [✔].
Is the Consultant performing work that could or would be done by an employee identified in the City of Livermore Conflict of Interest Code?	Yes [ ]; No [✔]. If YES, please identify the title for the designated employee:

Completed by Department Head Signature: Signed by: Brent C Smith AB20CC585F954B1... Date: 6/23/2026 | 9:51 AM PDT

City Attorney Determination:

Disclosure: [ ] None [ ] Category 1 [x] Category 2 [ ] Category 3 [ ] Category 4

Name and address of each individual subject to reporting requirements:

Marty Meier, see page 9 of agreement

Comments:

Role similar to existing disclosure categories and making discretionary decisions foreseeably impacting public financial interests

Assistant/City Attorney Signature: Signed by: Katherine Mirassou D48B6A0C4F27411... Date: 6/23/2026 | 2:37 PM PDT

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.8**

DATE: July 13, 2026

TO: Honorable Mayor and City Council

FROM: Carl Brown, Public Works Director

SUBJECT: A resolution approving a 30-year potable water supply agreement between the City of Livermore and Zone 7 Water Agency.

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution authorizing a 30-year Potable Water Supply Agreement with Zone 7 Water Agency for the continued wholesale supply of potable water to the City of Livermore.

SUMMARY

Zone 7 Water Agency serves as the wholesale water provider for the City of Livermore and supplies treated potable water to the City's municipal water system. The existing agreement between the City and Zone 7 is approaching expiration, and a new long-term agreement has been negotiated to ensure the continued delivery of a reliable, high-quality water supply for Livermore residents and businesses. The proposed agreement establishes the terms and conditions under which Zone 7 will continue providing potable water to the City for a period of 30 years.

DISCUSSION

The City of Livermore has relied on the Zone 7 Water Agency as its sole supplier of treated potable water since the inception of the Livermore Municipal Water system in the 1960s. Zone 7 develops, treats, and delivers potable water to retail water agencies throughout the Tri-Valley area, including the Livermore Municipal Water system. Zone 7 accomplishes this by managing a variety of water supply projects and facilities including groundwater wells in the Tri-Valley, imported surface water from the State Water Project, remote groundwater banks, and various other storage and supply projects.

The proposed 30-year agreement replaces and succeeds the existing water supply agreement and formalizes the continued partnership between the City and Zone 7. The agreement establishes responsibilities related to water delivery, water quality standards, availability of water, water conservation, operational coordination, and compliance with applicable state regulations.

FISCAL AND ADMINISTRATIVE IMPACTS

The proposed agreement does not require the appropriation of additional funds beyond those already budgeted annually in the Water Enterprise Fund for wholesale water purchases. The cost of purchasing water is passed through to the City's municipal water customers as a separate charge on water bills. The purchase of water total cost for FY 2024-25 was $11.6 million.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

11: Operate and maintain municipal water systems that provide safe, efficient delivery of potable and recycled water, collect and treat wastewater, and comply with all federal, state, and local regulations

ATTACHMENTS

1. Resolution
2. Exhibit A - Zone 7 Agreement

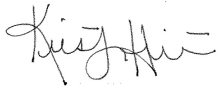
Prepared by: Jennifer James
Administrative Technician

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Kristen Hilton
Acting Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVEMORE, CALIFORNIA

A RESOLUTION APPROVING A POTABLE WATER SUPPLY AGREEMENT BETWEEN THE CITY OF LIVERMORE AND ZONE 7 WATER AGENCY FOR A 30-YEAR TERM

Zone 7 Water Agency has been the exclusive provider of potable water to the City of Livermore's municipal water system for more than 60 years. The existing Potable Water Supply Agreement is approaching expiration, and the City and Zone 7 Water Agency have negotiated a new 30-year Agreement to ensure the continued delivery of potable water to Livermore Municipal Water customers.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby:

1. Authorizes the City Manager to execute a Potable Water Supply Agreement, attached hereto as Exhibit A, with the Zone 7 Water Agency, for a 30-year term, unless earlier terminated or extended by written agreement of the parties.

2. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including making minor changes to the Agreement, if necessary.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 13, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

Exhibit A – Potable Water Supply Agreement

A26-71-LIV

CONTRACT BETWEEN

ZONE 7 WATER AGENCY

AND

CITY OF LIVERMORE

FOR A MUNICIPAL & INDUSTRIAL WATER SUPPLY

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Municipal & Industrial Water Supply Contract

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CONTRACT BETWEEN

ZONE 7 OF ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND CITY OF LIVERMORE FOR A MUNICIPAL & INDUSTRIAL WATER SUPPLY

THIS CONTRACT is made and entered into this _____ day of _____, 2026, by and between ZONE 7 OF ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, commonly known as the Zone 7 Water Agency, hereinafter referred to as "Zone 7" and CITY OF LIVERMORE, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, Zone 7 is a wholesale water supplier providing Municipal and Industrial water supply to various contractors in Alameda County and Dougherty Valley; and

WHEREAS, Zone 7 manages the Livermore Valley Groundwater Basin under the Sustainable Groundwater Management Act of 2014 (SGMA) through the Alternative Groundwater Sustainability Plan for the Livermore Valley Groundwater Basin; and

WHEREAS, Contractor and Zone 7 are parties to the 1996 *Contract Between Zone 7 of Alameda County Flood Control and Water Conservation District and City of Livermore for a Municipal and Industrial Water Supply* (M&I Contract); and

WHEREAS, that M&I Contract provides for Zone 7's sale of treated water to Contractor and for the administration of Groundwater Pumping Quotas for Contractor's extractions from the Main Basin of the Livermore Valley Groundwater Basin; and

WHEREAS, the M&I Contract between Zone 7 and Contractor expires December 31, 2026; and

WHEREAS, Zone 7 and Contractor wish to renew the terms of the prior M&I Contract, and to provide for future water supply to Contractor's Service Area.

A. INTRODUCTORY PROVISIONS

NOW, THEREFORE the Parties agree as follows:

1. Definitions

When used in this Contract (also referenced herein as the "Agreement"), the following terms shall have the meanings hereinafter set forth:

a. "Alternate Supply" shall mean water supply to Contractor from a source other than Zone 7 or through the exercise of Contractor's Groundwater Pumping Quota.

b. "Alternative GSP" shall mean the Alternative Groundwater Sustainability Plan for the Livermore Valley Groundwater Basin, as that document may be updated or amended from time to time by the Board, or any subsequent Groundwater Sustainability Plan adopted under the SGMA for the management of the Livermore Valley Groundwater Basin.

c. "Board" shall mean the Board of Directors of Zone 7 of Alameda County Flood Control and Water Conservation District.

d. "Extract" or "Extraction" shall mean obtaining groundwater from the Main Basin by pumping or any other means, from wells, shafts, tunnels, excavations or other sources of such groundwater, for domestic, municipal, irrigation, industrial or other use.

e. "Groundwater Pumping Quota" or "GPQ" shall mean that quantity of water that the Contractor is entitled to extract from the Main Basin without paying a recharge fee to Zone 7. GPQ is calculated based on the historic Safe Yield of the Main Basin.

f. "In-Lieu Treated Water" shall mean that quantity of treated water delivered from Zone 7 in exchange for an equal reduction in Contractor's extraction of its Groundwater Pumping Quota.

g. "Main Basin" shall have the same meaning as that term is defined in the Alternative GSP, and shall include both upper and lower aquifers of the Main Basin. The Main Basin is depicted in greater detail in Exhibit A.

h. "Max Day Treated Water Demand" shall mean the highest daily (midnight to midnight) water volume a Contractor has demand for over a given interval (i.e. weekly, monthly, yearly).

i. "Municipal & Industrial Contractor" or "M & I Contractor" shall include Contractor or any other party to a similar wholesale M&I Contract with Zone 7.

j. "Municipal & Industrial Water Supply" shall mean a supply of water from Zone 7 to each M&I Contractor regardless of the source of said water or Contractor's end use of that supply.

k. "Safe Yield" shall mean the quantity of water that can be successfully extracted from the Main Basin on an annual basis over an extended number of years without reducing groundwater storage. Such safe yield is the net quantity of groundwater added to the Main Basin by stream percolation (including percolation from stream releases required for prior water rights), rainfall percolation, applied irrigation water percolation, and net subsurface inflow. Safe Yield does not include imported water. The Safe Yield for the

Main Basin was estimated at approximately 13,400 acre-feet per year in 2021.

l. "Sustainable Yield" shall have the same meaning as that term is defined by Water Code § 10721(w), and calculated as set forth in the Alternative GSP.

m. "Treated Water" shall mean water that is processed as necessary to comply with drinking water requirements of the California State Water Resources Control Board Division of Drinking Water, the United States Environmental Protection Agency and other agencies with pertinent regulatory authority.

n. "Turnout Facilities" shall mean Zone 7 facilities required to provide treated water deliveries from Zone 7's water system to the Contractor's water system. See Exhibit B for a schematic of a typical turnout facility.

2. Term of Contract

This contract shall become fully effective as of the date indicated above, and shall continue until December 31, 2055 unless earlier terminated or extended by written agreement of the Parties.

3. Communication

Zone 7 shall endeavor to communicate with its M&I Contractors on an ongoing basis to inform M&I Contractors of updates to policies and procedures which may be of interest to M&I Contractors and solicit input as appropriate.

B. WATER SERVICE

4. Contractor's Service Area

For purposes of water supplied under this Agreement, Contractor's Service Area is defined in Exhibit C, attached hereto and incorporated. Exhibit C may be amended by the written agreement of the Parties which agreement shall not be unreasonably withheld, conditioned, or delayed. Provided that any change in Contractor Service Area may separately be subject to the requirements of the Local Agency Formation Commission, Public Utility Commission or other agency having authority to set service areas. Any future areas outside Zone 7 boundaries to be served by Contractor which receive water from sources other than Zone 7 or the Main Basin shall not be considered part of the Contractor's Service Area under the terms of this contract. Contractor may not add additional areas to its Service Area that are outside of Zone 7's jurisdictional boundaries except upon a finding of the Board that providing water to that area is in the best interests of Zone 7.

Notwithstanding the foregoing, Contractor may request Zone 7's written permission to provide temporary/construction water service to users outside of its Service Area, or

who may transport water outside Contractor's Service Area, so long as the end use of the water remains within the Zone 7 jurisdictional boundary.

5. Exclusive Supplier

Contractor shall procure all water for use within its Service Area by purchase from Zone 7 pursuant to this Agreement and through exercise of its Groundwater Pumping Quota. Contractor shall not contract for, purchase or receive, with or without compensation, either directly or indirectly, water for use in its Service Area from any other source except pursuant to the exceptions identified in Section 9 below.

Water purchased by Contractor under this Agreement or extracted as part of Contractor's Groundwater Pumping Quota may not be delivered by Contractor to any area other than Contractor's Service Area, except as required for responding to short-term state or federally declared emergencies; or for protection of public health and safety.

6. Quality of Water

Treated water to be delivered under this Agreement shall be of a quality that complies with the Requirements for Drinking Water of the California State Water Resources Control Board's Division of Drinking Water and the United States Environmental Protection Agency or their successor regulatory agencies. Zone 7 will endeavor to blend and treat its different sources of water within its operational capabilities to provide water of approximately equal quality to each Zone 7 M&I Contractor and aesthetically acceptable to the Contractor's customers. Zone 7 will endeavor to provide treated water and communicate in accordance with its Water Quality Policy.

7. Availability of Water

All deliveries under this Agreement are subject to the availability of water. The availability of water may be limited by outside factors including, but not limited to: drought; facilities outages; or limits on groundwater extraction capacities. In accordance with Zone 7's Water Supply Reliability Policy, Zone 7 will use best efforts to procure water for deliveries, whether under existing contracts, transfers, groundwater bank extractions, or other sources, based on the volumes and timing identified in the approved annual delivery schedules for each M&I Contractor.

In the event that the supply of water projected by Zone 7 to be available for delivery to each M&I Contractor is less than the total amount included in the approved delivery schedule of each M&I Contractor for that year, Zone 7 shall notify all M&I Contractors of a water shortage.

As necessary to respond to the water shortage, Zone 7 shall reduce scheduled deliveries under this Agreement proportionately across each M&I Contractor's Service Area, provided that Zone 7 may apportion on another basis if such is required to meet

minimum demands for domestic supply, fire protection, public health, and/or state and federal regulatory requirements during the year, including but not limited to emergency regulations. Zone 7 shall give Contractor written notice as far in advance as possible of any reduction in deliveries that would be necessary because of a shortage in water supply.

8. Water Conservation

In order to increase water supply by demand reduction or to comply with applicable state or federal regulatory requirements, Zone 7 will undertake and support water conservation programs for water uses within the Zone 7's service area, including Dougherty Valley. To that end, Zone 7 will develop, implement or participate in such programs and enter into agreements with other M&I Contractors, and other entities to make more efficient use of water supplies through water conservation programs implemented in accordance with the policy direction of the Board and in coordination with other regional planning efforts.

9. Alternate Supply

Notwithstanding the provisions of Section 5, Contractor shall be excused from its obligation to source water solely through Zone 7 or pursuant to its Groundwater Pumping Quota under the following circumstances:

a) Where water received is necessary for fire flow or fire storage requirements, protection of public health and safety or other emergency purposes, provided that only those quantities necessary for such extraordinary purposes shall be considered Alternate Supply;

b) In the event that water delivered to a Turnout Facility does not comply with state or federal regulatory requirements for drinking water, in which case the Alternate Supply obtained shall be limited to the amount necessary to meet Contractor's treated water needs as a result of Zone 7's non-compliance with those regulatory requirements; or

c) In the event that Zone 7 is unable to deliver the quantity of treated water necessary to satisfy Contractor's delivery request. Under those circumstances, Zone 7 shall specify the quantity of treated water that it cannot deliver and the time period for which it cannot satisfy the Contractor's requirements. The Alternate Supply obtained shall be limited to the period of time and quantity during which Zone 7 cannot satisfy the Contractor's delivery request; or

d) Where the Alternate Supply is groundwater extracted by Contractor from aquifers outside the Main Basin, provided that the extraction is consistent with SGMA, insofar as it does not result in exceedances or violations of the Alternative GSP and does not impair the sustainable management of the Livermore Valley Groundwater Basin. Zone 7, acting in its capacity as the

exclusive Groundwater Sustainability Agency for its boundaries, will provide prompt notice to Contractor where it has reason to believe that any such extraction does not meet this bar.

e) Where the Alternate Supply is recycled wastewater treated by a Zone 7 M&I Contractor for reuse as permitted by the State Water Resources Control Board's Division of Drinking Water, the Regional Water Quality Control Board and other agencies with jurisdiction.

In addition to the foregoing, Contractor may be excused from its obligation to purchase water solely from Zone 7 or through exercise of its Groundwater Pumping Quota where (1) the Board provides prior written approval for the Contractor to receive Alternate Supply in lieu of Zone 7 deliveries; and (2) the Contractor has compensated Zone 7 for its obligated fixed costs associated with the quantity of Zone 7-delivered water that the Contractor intends to forgo. These fixed costs shall include but are not limited to water facility improvements, water contract obligations, debt service, and other costs ordinarily recovered through the sale of water to Contractor. Contractor written requests to receive an Alternate Supply pursuant to this paragraph shall be promptly considered by Zone 7 and approval shall not be unreasonably withheld.

Zone 7 needs to be protected from any obligation to supply water to projects or customers which the Contractor has supplied from sources other than what has been directly purchased from Zone 7. In addition to the protections provided in Section 43, Contractor shall indemnify, save and hold harmless Zone 7 from any and all obligations, liability, responsibility, costs, expenses, or fees associated in any way with any Contractor's acquisition and delivery of Alternate Supply pursuant to this Section. Provided, however, that if Contractor is instructed by Zone 7 to acquire water from Zone 7 pursuant to Zone 7's rights as exclusive provider under Section 5, and which has been previously acquired from third parties as an Alternate Supply pursuant to this Section 9, Zone 7 shall save and hold harmless Contractor from any and all obligations, liability, responsibility, costs, expenses, or fees that may arise from such third parties as a result of that change.

10. Measurement of Treated Water Deliveries

a) Zone 7 shall measure and record the volumes of water that Zone 7 delivers to Contractor. In the event that a flow meter is inoperable, malfunctioning, or in error (including any testing done under Sections 10(b) or 10(c)), such that water delivery volumes are not accurately recorded or measured within 2%, Zone 7 shall confer with the Contractor prior to making a reasonable estimation of water deliveries to the Contractor during that period of inoperability, malfunction or error, up to a maximum adjustment period of 6 months.

b) Zone 7 shall test turnout meters at least annually, consisting of verifying and adjusting meters and associated instrumentation, using a method approved by Zone 7 consistent with meter manufacturer instructions or with industry

practices. Results of this testing and adjustments (if any) made to the meter and associated instrumentation shall be provided promptly to Contractor. The Contractor shall have the right to be represented by a qualified observer during any instrumentation and/or meter tests and/or verification.

c) Contractor may request additional testing of its turnout meters between Zone 7's regularly scheduled annual testing intervals at Contractor's expense. The testing shall be consistent with standard methods recommended by the meter manufacturer, or other methods consistent with industry practices, as agreed upon by the Contractor and Zone 7. In the event testing demonstrates an error exceeding 2%, the expenses of the test will be assumed by Zone 7.

11. Delivery Schedule of Municipal & Industrial Water

Contractor shall submit a preliminary water delivery schedule annually on a form provided by Zone 7. This preliminary water delivery schedule will include: (1) an estimate of the Contractor's demand for treated water and groundwater in excess of its Groundwater Pumping Quota required by Contractor for the succeeding 5 calendar years, set out on a monthly basis; and (2) the anticipated Maximum Day Treated Water Demand from Zone 7 for each such year.

Zone 7 shall review Contractor's preliminary water delivery schedule, and shall either approve the schedule or make such revisions as may, in the judgment of Zone 7, be necessary to make deliveries to Contractor.

Zone 7 will use its best efforts to meet Contractor's water delivery requests. To the extent water is available to Zone 7, Zone 7 will approve each M&I Contractor's annual delivery schedule for an amount not less than the amount of water set forth in that Contractor's delivery schedule for the prior calendar year. Zone 7 shall identify the reason for any revisions or disapproval of Contractor's delivery request. Zone 7 shall only revise or disapprove Contractor's delivery request for the reasons set forth in Sections 7, 12, 13, and 14.

12. Operational Requirements

The Zone 7 system is not designed to serve all M&I Contractors' peak demands simultaneously, and peak deliveries may be curtailed or unintentionally reduced from time to time in response to limitations in system capacity. Zone 7 may at its sole discretion elect to regulate flows, provided, however, that so long as water and Zone 7 system capacity are available, Zone 7 will endeavor to meet all reasonable demands for peak deliveries and will use reasonable diligence to provide a regular and uninterrupted supply of water from its turnout facilities. Zone 7 shall communicate its actions to regulate or reduce flows to the Contractors as soon as reasonably practicable.

13. Temporary Curtailment of Delivery

Zone 7 will make all reasonable efforts to provide continuous service to Contractor but may schedule to temporarily discontinue or reduce the delivery of water to Contractor for the purpose of necessary investigation, inspection, maintenance, repair or replacement of any of the facilities necessary for the delivery of treated water to Contractor.

Zone 7 shall notify Contractor as far in advance as possible of any scheduled discontinuance or reduction and the estimated duration of such discontinuance or reduction, and shall use its best efforts to avoid disruptions in service to Contractor.

In the event of any discontinuance or reduction in delivery of water, Contractor may elect to reschedule the water otherwise identified for delivery in the approved water delivery schedule, subject to the availability of system capacity and considering the approved delivery schedules of all other M&I Contractors.

14. Suspension of Service

In the event that Contractor shall be delinquent in the payment for water for more than 90 days after the due date (as said due date is defined in Section 32), such delinquency shall be called to the attention of the Board for resolution. The Board may, in its discretion and after giving Contractor an opportunity to be heard, order the suspension or reduction of service to Contractor.

C. TURNOUT DESIGN & CONSTRUCTION

15. Requests for Turnout Facilities

Requests for additional turnout facilities are subject to review and approval by Zone 7.

Prior to the design or construction of a turnout facility, Contractor shall deposit with Zone 7 an amount of money estimated by Zone 7 to cover all costs to be incurred by Zone 7 for that design or construction. Such costs include but are not limited to design, engineering, design review, construction, right-of-way acquisition, inspection, landscaping, installation, and contract administration. At Zone 7's sole discretion, such costs may be included in the monthly invoices provided to Contractor pursuant to Section 32.

Following the completion of the design or construction of the turnout facility, Zone 7 will provide Contractor with an accounting of the actual costs incurred by Zone 7 in the completion of that design or construction. The deposit shall be applied to the actual costs incurred by Zone 7, and the appropriate refund or invoicing to Contractor will be made. Contractor shall make payment; or Zone 7 shall issue a refund on any excess remaining deposit, within 30 days of Zone 7's submission of said statement. Contractor shall have the right to audit the records of Zone 7 for the purpose of verifying actual costs.

16. Design of Turnout Facilities

Zone 7 shall design the turnout facilities for the present design flow range set forth in Section 20 with provisions for future modifications in accordance with the anticipated future maximum flow rate.

Turnout facilities shall include the necessary valves, piping, meter and recording equipment, vaults, power supply, buildings, telemetry equipment and any other appurtenances necessary to meet the standards and operational needs of Zone 7, and shall be designed and constructed based on the ranges of flows set forth in Section 20.

If turnout facilities are designed by Zone 7, Zone 7 shall submit its design of new turnout facilities to Contractor for review and comment. Zone 7 will consider the comments before finalizing the design.

Alternatively, if the Contractor or its consultant choose to design turnout facilities, Contractor shall submit the design to Zone 7 for review and written approval prior to construction. Said design shall incorporate the standards and requirements of Zone 7.

17. Turnout Construction & Maintenance

Unless otherwise specified in writing, the following provisions apply to the design, construction, maintenance, and operation of turnout facilities installed under this Agreement:

a) Turnout locations will be determined by Zone 7 after consultation with Contractor. Zone 7 will make reasonable efforts to locate turnouts at the general location requested by Contractor. Contractor will provide Zone 7 with the necessary rights-of-way and/or rights of access, as determined by Zone 7, for the purposes of constructing, operating and maintaining said turnout facilities.

b) Ownership of turnout facility, including the shut off valve downstream of the turnout facility, shall be with Zone 7. Zone 7 may determine, after meeting and conferring with the Contractor, that the turnout facility has been abandoned after 3 consecutive years of non-use by Contractor.

c) Contractor shall have no obligation to operate, maintain, repair, replace or relocate the turnout facility. Provided, however, that Contractor or Contractor's designee shall be responsible for the maintenance of any landscaping in and around the turnout unless, and for only as long as, Zone 7 specifically waives that obligation.

d) As part of construction of new transmission pipelines, Zone 7 shall install the tee segment of the transmission pipeline that will serve the Contractor's requested or existing turnout, including in-line valves and the isolation valve on the tee. For turnout facilities requested by Contractor subsequent to the construction of any new Zone 7

transmission pipeline, Contractor shall pay for construction of modifications to the transmission pipeline, including insertion of a new tee or other connection and associated in-line valves and the isolation valve on the tee, serving the turnout facility, in addition to any other costs described in Section 15.

18. Operations and Damage to Facilities

Each Party shall exercise reasonable care in the performance of its obligations and rights under this Agreement to ensure that each Party's facilities and operations are not impaired or damaged. In the event that Contractor, by carrying out its obligations under this Agreement or in any other course of its operations damages Zone 7 facilities or structures, including but not limited to turnouts installed under this Agreement, the Contractor shall reimburse Zone 7 for costs of repairing those facilities.

19. Inspection of Facilities

Contractor may, upon request, and in the presence of a Zone 7 representative, inspect its associated turnout facilities. Upon Contractor's request, Zone 7 shall provide Zone 7's monthly flow measurements and records taken from that Contractor's turnout facilities.

20. Ranges of Flow

The range of flow rates of water through a turnout facility may vary considerably over the contract term. A normal range of flow rates for a turnout facility is hereby established as from 10% to 100% of the maximum approved design flow rate.

Prior to the turnout design, Contractor shall provide Zone 7 with the anticipated ultimate (future) maximum flow rate and anticipated present design range of flow rates, as well as anticipated pressure ranges for each on Contractor's side of the turnout facility. The maximum design flow rate shall not exceed 10 times the minimum design flow rate for this range in normal installations as approved by Zone 7.

Contractor is responsible for regulating flow demands through the turnout facility such that the range of flow rates set forth in the turnout design criteria will be maintained. Zone 7 may at its sole discretion elect to regulate flows.

Zone 7 may modify turnout facilities upon request of Contractor or at such time that the actual flow rate exceeds the maximum design flow rate or is less than the minimum design flow rate; provided, however, that flow rates resulting from emergencies shall not apply to such requirement for modification. Said modification will be at the expense of the Contractor and payment thereof shall be invoiced to Contractor in accordance with Section 32.

D. GROUNDWATER EXTRACTION

21. Rights to and Management Of Groundwater in the Main Basin

Without limiting or modifying either Party's claim to water rights, Zone 7 acknowledges Contractor's right to extract groundwater based on Contractor's historical groundwater extractions, and upon the contractual arrangement setting Contractor's Groundwater Pumping Quota in Contractor's original M&I Contract with Zone 7. Contractor acknowledges that Zone 7 manages the Main Basin and that Zone 7 recharges, stores, and extracts from the Main Basin as necessary to supply water to each Contractor. Accordingly, Contractor shall not extract more than its Groundwater Pumping Quota from the Main Basin in any calendar year except as specifically authorized by this Agreement.

The Groundwater Pumping Quota set forth in this Agreement is not a formal confirmation or quantification of any underlying right held by Contractor. Each Party reserves all rights to pursue an adjudication of the Main Basin, or any other legal action on extraction of groundwater that may impact Contractor's authority to extract groundwater from the Main Basin. Furthermore, Zone 7 reserves its authority to levy a replenishment assessment on the extraction of any groundwater, including Contractor's Groundwater Pumping Quota (excluding any adjudication of the Safe Yield), as necessary to protect the water supplies for users within Zone 7.

Contractor acknowledges Zone 7's authority pursuant to SGMA as the exclusive Groundwater Sustainability Agency for the Livermore Valley Groundwater Basin. Nothing in this agreement is intended to modify the Parties' authorities or responsibilities pursuant to that statutory scheme, including Zone 7's authority as GSA to take necessary actions to secure the sustainability of the groundwater basin under Water Code section 10725 and following. These statutorily authorized actions may include, but are not limited to, restrictions on pumping, metering requirements, and the imposition of fees.

22. Contractor's Groundwater Pumping Quota

Contractor shall be entitled to a Groundwater Pumping Quota (GPQ) equal to 31 acre-feet annually of extractions from the Main Basin. Contractor may carry over portions of its GPQ from year to year, as described in Section 23, below. Water extracted under Contractor's Groundwater Pumping Quota may not be transferred or used outside of the Contractor's Service Area.

Extractions in excess of Contractor's GPQ and accumulated carryover will be subject to a recharge fee, as set forth in Section 30, below. Water from other sources that has been recharged and banked within the Main Basin by Contractor with the consent of Zone 7 and extracted for Contractor's later use will not be counted toward Contractor's GPQ or assessed a recharge fee.

23. Carry-over of Groundwater Pumping Quota

In any calendar year, Contractor may carry-over the unextracted portion of its Groundwater Pumping Quota for extraction from the Main Basin during subsequent calendar years. Contractor's carry-over or accumulated carry-over shall not exceed 20 percent of the Contractor's Groundwater Pumping Quota, and shall not include any Groundwater Pumping Quota waived under the In-Lieu Treated Water provision of Section 27.

24. Transfers of Groundwater Pumping Quota

Temporary or permanent transfers of a Contractors Groundwater Pumping Quota are permitted only (1) between Zone 7 Contractors, and (2) for use within the Zone 7 boundaries. Such transfers are subject to the written approval of Zone 7, which approval shall not be unreasonably withheld, provided that the proposed transfer does not impede the sustainability goals outlined in the Alternative GSP.

25. Changes in Contractor's Groundwater Pumping Quota

Contractor's Groundwater Pumping Quota shall not be increased without the consent of the other remaining M&I Contractors with a Groundwater Pumping Quota.

Contractor's Groundwater Pumping Quota shall not be decreased except upon a finding by the Zone 7 Board of Directors, sitting as the Board of Directors for the Groundwater Sustainability Agency for the Livermore Valley Groundwater Basin, that such a reduction is necessary to maintain the Safe Yield of the Livermore Valley Groundwater Basin. Before enacting such a reduction, Zone 7 shall meet and confer with Contractor regarding the need for the reduction. Contractor will be provided notice and an opportunity to comment on any proposed reduction prior to enactment.

26. Reporting Groundwater Extraction

To the extent applicable to each Contractor, each Contractor shall report the amount of groundwater extracted from the Main Basin and any water obtained from other sources (including any water recharged to the Main Basin) in a given month on or before the fifteenth day of the following month. This report shall be made on a form or forms provided by or acceptable to Zone 7, and shall include total volume used or extracted, flow rate, and any other data necessary to confirm total extractions. Contractor shall be responsible for verifying the data reported to Zone 7 under this Section, including calibration and testing of meters and associated instrumentation at least annually. Contractor's measurement and recordation of groundwater extractions shall be subject to the same provisions for inspection, accuracy and testing of meters and instrumentation by Zone 7 as is provided to Contractor in Section 10.

27. In-Lieu Treated Water

During periods when sufficient water is available to Zone 7 at reasonable cost and Zone 7 desires to raise or maintain groundwater levels, Zone 7 may offer delivery of treated water at a reduced rate for Contractor's use in lieu of groundwater extracted pursuant to its Groundwater Pumping Quota ("In-Lieu Treated Water").

Zone 7 shall notify Contractor regarding the availability of In-Lieu Treated Water on or about May 1 of each calendar year, however, said rates may be retroactive for the entire calendar year or other mutually agreed upon portion thereof. Credit or payment for In-Lieu Treated Water will be as provided for under Section 31.

Contractor is not required to take or purchase any In-Lieu Treated Water. The amount of In-Lieu Treated Water that Contractor may receive shall not exceed its Groundwater Pumping Quota plus any accumulated carry-over or its operational capability to extract said Groundwater Pumping Quota and accumulated carry-over.

28. Water Delivery Shortage Emergency Extractions

During a water supply emergency, as declared by the Board, in which Zone 7 is unable to deliver the quantity of treated water as approved on the delivery schedule, and subject to approval by the Board, the Contractor may extract water from the Main Basin in excess of the Contractor's Groundwater Pumping Quota at a reduced recharge rate. Said rate shall be the same as the In-Lieu Treated Water rate.

E. CHARGES AND PAYMENT

29. Rate Schedule

The Board shall adopt and publish a rate schedule for charges levied pursuant to this Agreement, including each of the following:

(a) Treated water rates

(b) In-Lieu Treated Water

(c) Water Connection Fees

(d) Recharge fees

Each charge shall be based on the cost of providing service, and shall not be unreasonable, arbitrary, or discriminatory.

The Board shall review the proposed rates at a September Board meeting, with the goal of establishing the rate schedule no later than the November regular Board meeting prior to January 1 of the calendar year for which the rate schedule is to be effective. Notwithstanding, the rate schedule shall be adopted at least 60 days prior to it

becoming effective. Upon adoption the rate schedule will continue in full force and effect until modified or repealed by the Board. Such rates shall be developed with applicable laws and regulations, including the California Constitution.

30. Recharge Fee

In any calendar year, if Contractor exceeds its Groundwater Pumping Quota plus any accumulated carry-over, Contractor shall be assessed a Recharge Fee for each acre foot of water (or portion thereof) in excess of said amount. The Recharge Fee schedule shall be calculated to reflect the cost to Zone 7 of replenishing the Main Basin in the amount of the excess extraction, including but not limited to the cost to purchase or develop the water, as well as the cost to construct, maintain, and operate the facilities needed to import, distribute, store, treat, and recharge said water into the Main Basin for the benefit of each M&I Contractor.

The recharge fee shall be charged to Contractor in accordance with the rates included in the adopted rate schedule. Notwithstanding the foregoing, the Recharge Fee may be suspended by Zone 7 in the event that Zone 7 determines that other funding mechanisms are in place that adequately address the costs of replenishing groundwater in the Main Basin.

31. In-Lieu Treated Water Credit

Zone 7 shall include an In-Lieu Treated Water Rate in the adopted rate schedule. In any calendar year in which the Contractor has participated in In-Lieu Treated Water deliveries as set forth in Section 27, Zone 7 shall determine the amount of delivered treated water that should be charged at the adopted In-Lieu Treated Water rate. Zone 7 shall reconcile deliveries and credit or make payment to the Contractor the difference between the treated water rate and the In-Lieu Treated Water rate on or before May 1 of the calendar year following such deliveries.

Contractor acknowledges that any credits or payments received under this Section are received in-lieu of the Contractor's right to extract its Groundwater Pumping Quota, and Contractor agrees that its Groundwater Pumping Quota and any accumulated carry-over shall be reduced by an amount equivalent to the amount of In-Lieu Treated Water delivered by Zone 7 to Contractor for the year in which the delivery is made.

32. Payments and Invoicing

Contractor shall be invoiced on a calendar month basis for treated water deliveries, temporary treated water service, and recharge fees based on the data obtained pursuant to Sections 10 and 26. Contractor shall pay promptly all charges invoiced by Zone 7 for charges incurred in the preceding month and to become due and payable within 30 days from date of invoice.

If the Contractor in good faith disputes the accuracy of any invoice submitted pursuant to this Section, the Contractor will submit a notice to Zone 7 identifying the disputed cost within 15 days of receipt of the invoice. If the dispute is not resolved prior to the due date for that invoice, Contractor shall submit payment of the contested amount under protest.

If the parties resolve the dispute in a manner that recognizes a payment by the Contractor that exceeds what is required under this Agreement, the amount of the excessive payment will be reflected by Zone 7 as a credit against future payments due from the Contractor.

33. Delinquent Payments

In the event that Contractor is delinquent in the payment of invoiced charges for more than thirty (30) days after the due date, delinquent amounts shall accrue interest commencing on the due date and continuing each month thereafter until payment of both the principal amount of such charges and the interest thereon is paid in full. The annual rate of interest is equal to five percent (5%) plus the current Federal Reserve district of San Francisco Primary Rate in effect on the date the invoice becomes delinquent.

F. GENERAL PROVISIONS

34. Entire Agreement

This document constitutes the entire Agreement between the parties relative to the services specified above. The parties acknowledge and agree that there are no understandings, agreements, terms, or conditions with respect to the subject matter of this document except for those contained in this writing. Each person signing this Agreement represents and warrants that s/he has authority to enter into this Agreement on behalf of the party for whom s/he is signing.

35. Third Party Beneficiaries

No third-party beneficiaries are intended or created by this Agreement.

36. Dispute Resolution

The Parties agree to attempt in good faith to resolve all disputes informally. If agreed to by the Parties, alternate methods of dispute resolution, such as mediation, may be utilized.

37. Remedies

By reason of the specialized nature of the water service rendered, and for the further reason that the extent of any damage caused to either party by the other by reason of

any breach of this contract or agreement may be extremely difficult to determine, it is agreed by the parties hereto that an action for damages is an inadequate remedy for any breach, and that specific performance, without precluding any other remedy available in equity or law, will be necessary to furnish either party hereto with an adequate remedy for the breach thereof.

38. Severance

If a court or other tribunal of competent jurisdiction holds that any provisions of this Agreement are invalid, illegal or unenforceable, those provisions will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

39. Assignment

This contract is not for the benefit of any person, corporation or other entity, other than the parties hereto, and no person, corporation or other entity except the parties hereto, shall have any rights or interest in or under this contract unless otherwise specifically provided herein. Except as otherwise provided in this Agreement, Contractor shall not assign or transfer any rights or privileges under this contract, either in whole or in part, without the prior written consent of Zone 7, which consent shall not be unreasonably withheld, or make any transfer of all or any part of its water system, or allow the use thereof, in any manner whereby any provisions of this contract will not continue to be binding on it, its assignee or transferee, or such user of the system. This contract and the rights and responsibilities provided for herein shall be binding on the successors and assigns of the parties hereto.

40. Venue

The laws of the State of California shall govern the interpretation and enforcement of this Agreement, and venue shall be the Alameda County Superior Court.

41. Contract Modification

This contract may be amended or modified any time only by mutual written agreement of the parties.

42. No Guarantee of Water Supply

While Zone 7 will use its best efforts to meet Contractor demand, consistent with the requirements of Sections 6 and 7 of this Agreement, neither Zone 7 nor any of its officers, agents, or employees shall be liable to Contractor for damages, breach of contract claim, or otherwise associated with the failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of or without the negligence or willful misconduct of Zone 7. Such causes may include, but are not

restricted to, acts of God, acts of war, or criminal acts of others, acts of Contractor or M&I Contractors, water shortages, drought, regulatory constraints, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, or failure or breakdown of transmission or other facilities including but not limited to State Water Project facilities outside the Zone 7 service area.

43. Liabilities & Indemnification

In performance of this Agreement, each Party, its agents, employees, and contractors, shall act in an independent capacity and not as officers, employees, or agents of any other Party. No Party assumes any liability for the activities of any other Party in performance of this Agreement. Each Party shall be responsible for any adverse impacts to, or complaints from, its own customers that may result from the operation or performance of this Agreement, except as arising out of or resulting from the negligent acts, errors or omissions, or willful misconduct of the other Party, their associates, employees, sub-consultants, or other agents.

Contractor assumes liability for treated water delivered under this Agreement when water is delivered to the turnout or other connection point to Contractor's water delivery system. Accordingly:

(a) Contractor shall indemnify, save and hold harmless Zone 7 and its officers, agents, and employees (collectively, "Zone 7") from damages or claims of damages associated with the control, carriage, handling, use, disposal, or distribution of treated water after such water has passed through the turnout facility, including but not limited to property damage, personal injury or death, except such claims arising from the negligence or willful misconduct of Zone 7. Contractor shall further indemnify, save and hold harmless Zone 7 from any and all obligations, liability, responsibility, costs, expenses, or fees associated in any way with any Contractor's acquisition, delivery, or use of Alternate Supply pursuant to this Agreement.

(b) Zone 7 shall indemnify, save and hold harmless the Contractor and its officers, agents, and employees from damages or claims of damages associated with the control, carriage, handling, use, disposal, or distribution of treated water before such water has passed through the turnout facility, including but not limited to property damage, personal injury or death, except such claims by Zone 7 for costs of repair of Zone 7's facilities or other damages resulting from the operations of Contractor, or claims arising from the negligence or willful misconduct of Contractor.

44. Renewability

This contract may be renewed upon the mutual consent of the parties hereto. If no such renewal shall take place and in the absence of any new contract, Zone 7 shall nevertheless continue delivery to Contractor in accordance with this contract, that

quantity of water set forth in the approved delivery schedule for the last full calendar year before the expiration of the term of this contract. However, if a new contract is not entered into within 2 years from the date of expiration of this contract, then the Board may, at its option, set the terms and conditions for the continued provision of Municipal & Industrial water supply to Contractor.

45. Counterparts

This Agreement may be executed in counterparts by each signatory. The separate executed counterparts, taken together, shall constitute a single agreement. The Parties agree to the use of digital signatures to execute this Agreement. Facsimile, email, digital, and electronic signatures shall be binding.

46. Notices

All notices or other writings in this contract provided to be given or made or sent, or which may be given or made or sent, by one party hereto to another, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered, certified or first class, postage prepaid, and addressed as follows:

To Zone 7:
General Manager
Zone 7 Water Agency
100 North Canyons Parkway
Livermore, CA 94551

To Contractor:
City Manager
City of Livermore
1052 S. Livermore Ave.
Livermore, CA 94550

The address to which any notice or other writing may be given or made or sent to any party may be changed upon written notice given by such party as provided above.

47. Severability

If any one or more of the terms or conditions set forth in this contract to be performed on the part of Zone 7 or Contractor, or either of them, should be contrary to any provisions of law or contrary to the policy of law to such an extent as to be unenforceable in any court of competent jurisdiction, then such terms or conditions, shall be null and void and shall be deemed severable from the remaining terms or conditions and shall not affect the validity of the remaining provisions of this contract.

48. Section Headings

Section headings in this contract are for convenience only and are not to be construed as a part of this contract or in any way limiting or amplifying the provisions hereof.

49. Waiver

None of these terms or conditions herein contained can be waived except by mutual written consent.

50. Contracts to be Substantially Similar

Zone 7 agrees that each contract for a Municipal & Industrial Water Supply hereafter entered into by Zone 7 with any other M&I Contractor shall be substantially similar to those herein set forth and shall not contain any provisions of a material nature more favorable to the other M&I Contractors than the provisions herein. This section shall not restrict Zone 7 from considering other terms and conditions for subsequent Municipal & Industrial Water Supply contracts provided that if such other terms and conditions are not substantially similar, Zone 7 shall notify all M&I Contractors and offer such other terms and conditions to each M&I Contractor. This section shall not limit Zone 7 from entering into other contracts for services not provided for under the terms and conditions of this contract.

G. CONTRACTOR-SPECIFIC PROVISIONS

[No Contractor Specific Provisions Included]

IN WITNESS WHEREOF, the parties hereto and have executed this contract on the date and year first above written.

CITY OF LIVERMORE

BY_____
City Manager

ATTEST:

BY_____
City Clerk

APPROVED AS TO FORM:

BY_____
City Attorney

ZONE 7 WATER AGENCY

BY_____
President, Board of Directors

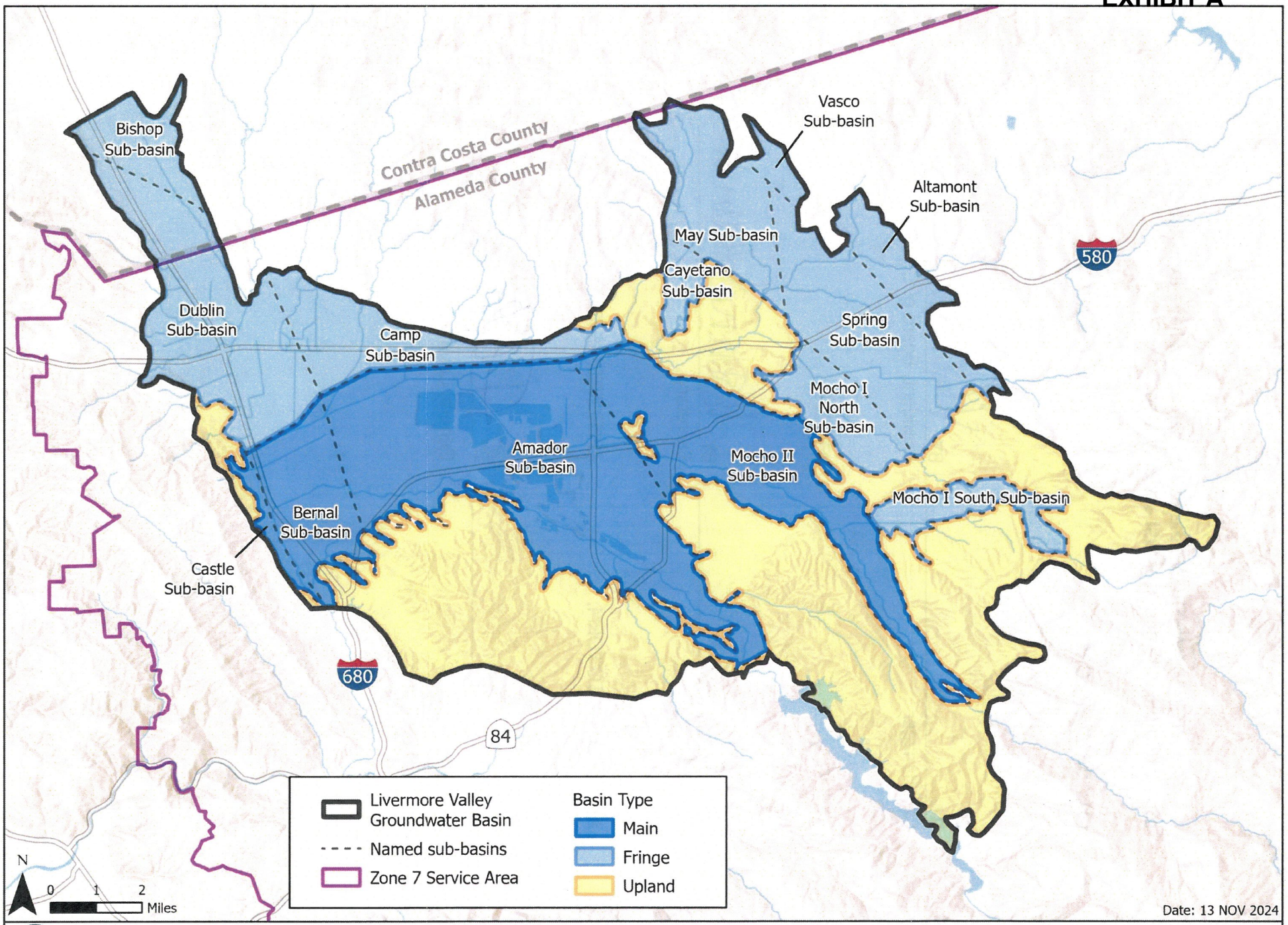
ATTEST:

BY_____
Secretary

APPROVED AS TO FORM:

BY_____
General Counsel

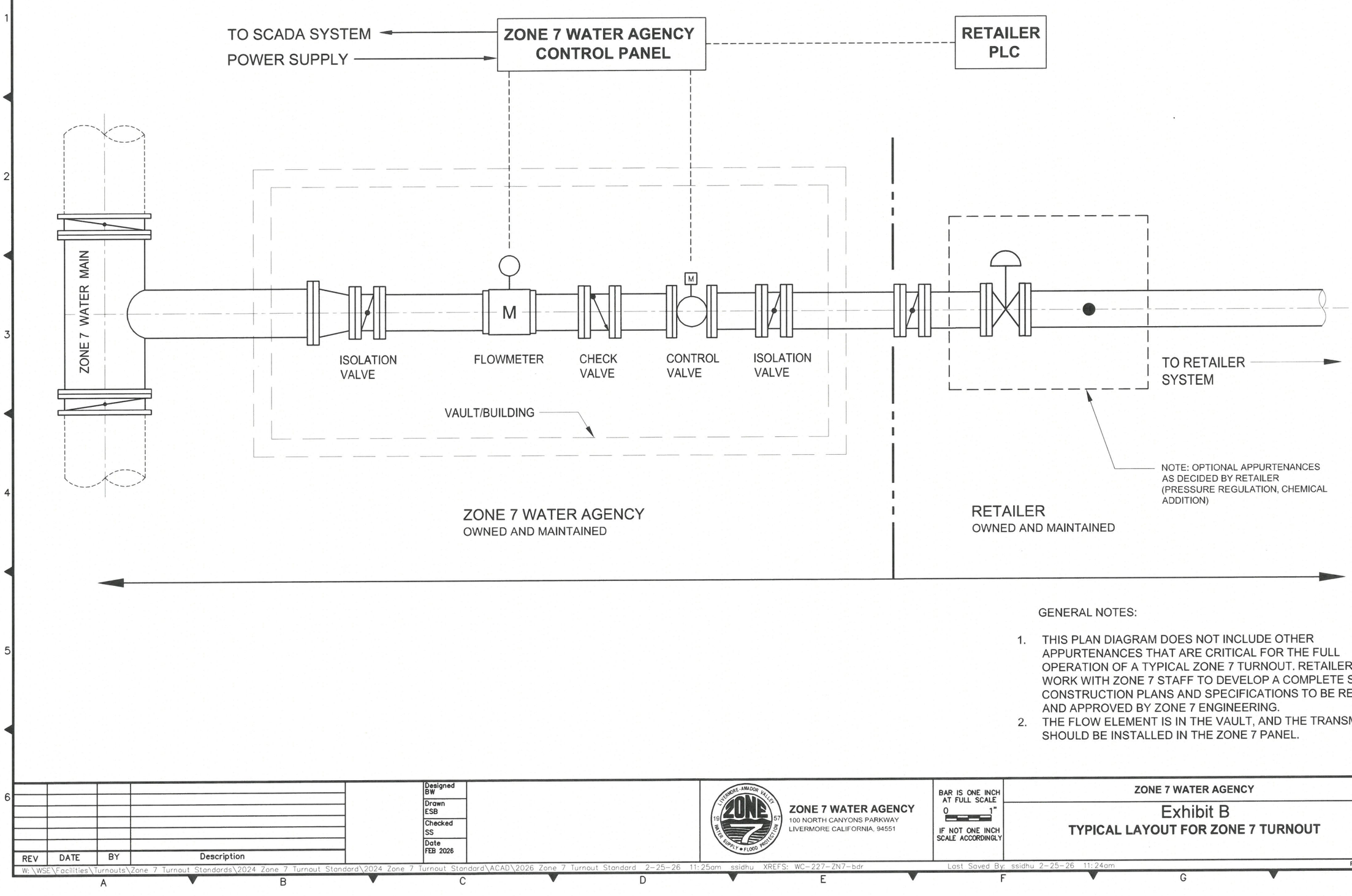
EXHIBIT A



ZONE 7 WATER AGENCY

Sources: Zone 7 Water Agency; ESRI; California Department of Water Resources, 2021 (California's Groundwater – Update 2020 (Bulletin 118))

Exhibit A - Livermore Valley Groundwater Basin



GENERAL NOTES:

1. THIS PLAN DIAGRAM DOES NOT INCLUDE OTHER APPURTENANCES THAT ARE CRITICAL FOR THE FULL OPERATION OF A TYPICAL ZONE 7 TURNOUT. RETAILER SHALL WORK WITH ZONE 7 STAFF TO DEVELOP A COMPLETE SET OF CONSTRUCTION PLANS AND SPECIFICATIONS TO BE REVIEWED AND APPROVED BY ZONE 7 ENGINEERING.
2. THE FLOW ELEMENT IS IN THE VAULT, AND THE TRANSMITTER SHOULD BE INSTALLED IN THE ZONE 7 PANEL.

REV	DATE	BY	Description

Designed BW
Drawn ESB
Checked SS
Date FEB 2026

ZONE 7 WATER AGENCY
100 NORTH CANYONS PARKWAY
LIVERMORE CALIFORNIA, 94551

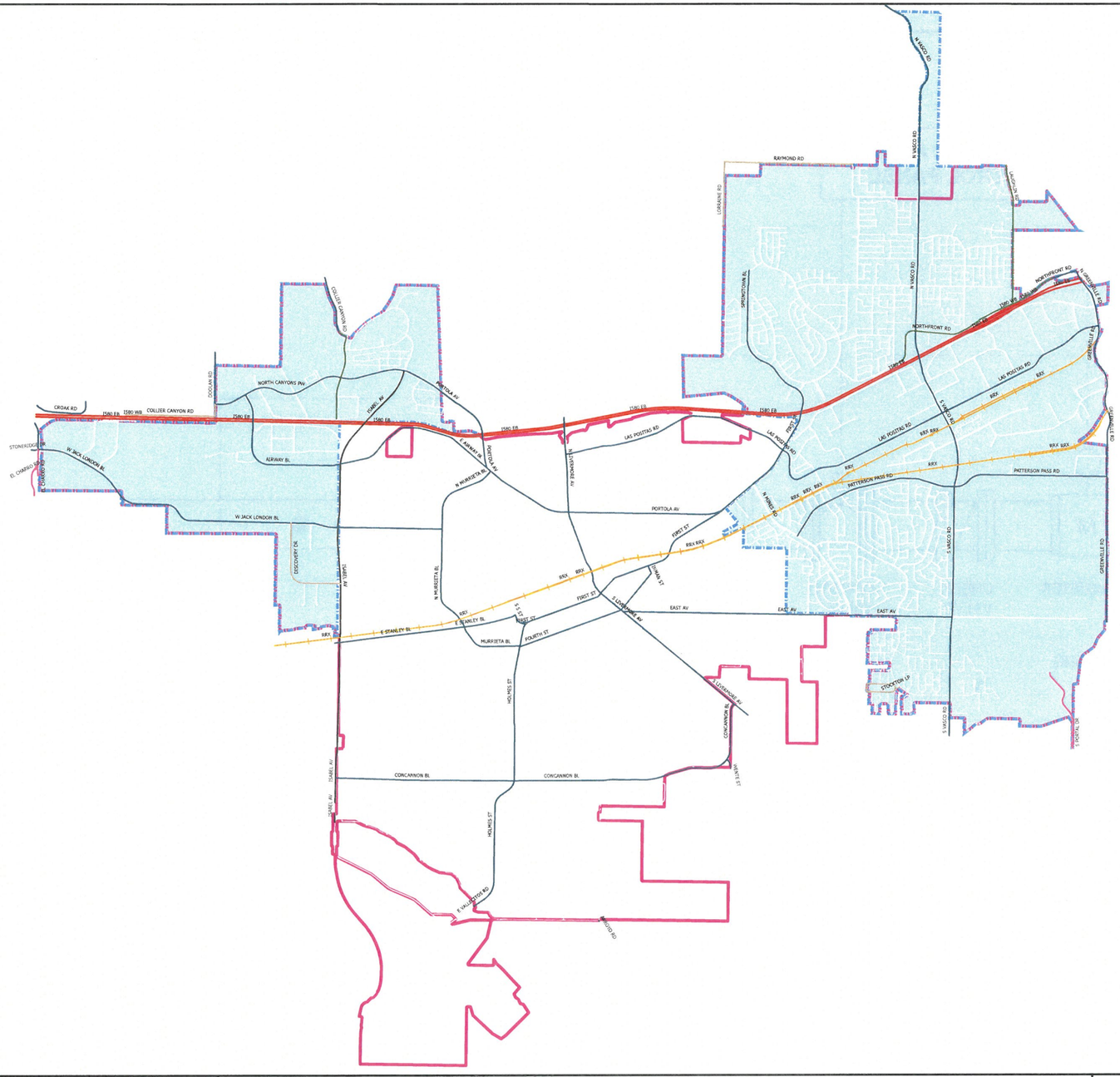
BAR IS ONE INCH AT FULL SCALE
0 1"
IF NOT ONE INCH SCALE ACCORDINGLY

ZONE 7 WATER AGENCY

Exhibit B
TYPICAL LAYOUT FOR ZONE 7 TURNOUT

SHEET NO. 1 OF 1
DRAWING NO.
FILE NO. WC-306
PROJECT NO. XXX-XX

W:\WSE\Facilities\Turnouts\Zone 7 Turnout Standards\2024 Zone 7 Turnout Standard\2024 Zone 7 Turnout Standard\ACAD\2026 Zone 7 Turnout Standard 2-25-26 11:25am ssidhu XREFS: WC-227-ZN7-bdr
Last Saved By: ssidhu 2-25-26 11:24am



Legend

- Water Service Boundaries
- City Limits
- Parcels
- Arterial
- Interstate
- Other Freeway or Expressway
- Arterial
- Collector
- Local
- Private
- Railroad

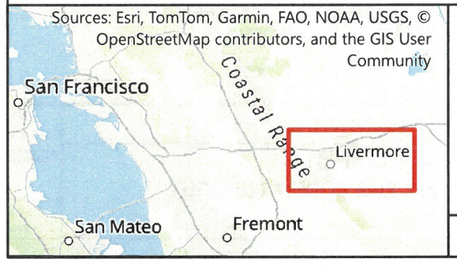


Exhibit C
City of Livermore: Water Service Boundaries

Coordinate System: NAD 1983 (2011) State Plane California III FIPS 0403 (US Feet)

2026

0 0.42 0.85 1.7 Miles

N

LIVERMORE CALIFORNIA

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.9**

DATE: July 13, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Approval of minor revisions to the City Council Meeting Rules of Procedure to clarify the process for in-person remote speakers during Open Forum consistent with the City Council meeting agenda instructions and the City's website.

RECOMMENDED ACTION

Staff recommend City Council approve the minor revisions to the City Council Meeting Rules of Procedure to clarify the process for in-person and remote speakers during Open Forum consistent with the City Council meeting agenda instructions and the City's website.

SUMMARY

At the June 8, 2026, City Council meeting, the City Council revised the City Council Meeting Rules of Procedure in accordance with Senate Bill 707. To implement those revisions and ensure consistency with the City Council Meeting Agenda Instructions and the City's website, staff recommend minor revisions to the Rules of Procedure to clarify when in-person and remote speakers will provide public comment during Open Forum.

DISCUSSION

At the June 8, 2026, City Council meeting, the City Council adopted revisions to the City Council Meeting Rules of Procedure in accordance with Senate Bill 707.

To provide the City Council and the public with an efficient process for receiving public comment during Open Forum, staff have revised the City Council Meeting Agenda Instructions and the City's website to clarify the procedures for receiving public comment during Open Forum on non-agendized items. Under the revised process, in-person speakers will have up to 30 minutes during Open Forum to provide public comment on non-agendized items. Any remaining in-person speakers after the initial 30-minute period, along with all remote speakers on non-agendized items, will provide public comment after the conclusion of the City's regular business.

This process recognizes that many in-person attendees adjust work schedules, arrange childcare, and travel to City Hall to participate in City Council meetings. Providing an opportunity for in-person speakers

at the beginning of Open Forum while scheduling remote speakers after the City's regular business also enables staff to manage the public comment queue more efficiently and minimizes technical transitions during the meeting.

The revised process also establishes a clear and consistent framework for public participation. By identifying in advance when in-person and remote speakers will be called upon, the City provides greater transparency, reduces confusion, and allows members of the public to better plan their participation.

To ensure consistency between the City Council Meeting Rules of Procedure, the City Council Meeting Agenda Instructions, and information provided on the City's website, staff recommend minor revisions to the Rules of Procedure to clarify the procedures for in-person and remote public comment during Open Forum. These revisions are clarifying in nature and do not alter the policy direction adopted by the City Council.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no anticipated costs for this item.

COMMUNITY PILLAR

5: A City that Works

GOAL

1: Engage Effectively with the Mayor and City Council

ATTACHMENTS

1. Redlined City Council Meeting Rules of Procedure
2. Resolution - Updated Rules of Procedure
3. Exhibit A - Rules of Procedure

Prepared by: Deborah Davis
Executive Assistant

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

CITY COUNCIL MEETING

RULES OF PROCEDURE

1. Authority

These rules of procedure are established for the effective and fair conduct of City Council meetings and to help promote public confidence in the integrity of local government. By adopting these rules, the City Council intends to balance a policy of full and free public action and debate with a need to manage its meetings effectively. [36813.[1]].

The rules also include expectations for appointments to the City's advisory bodies and their conduct consistent with these rules, and the Mayor's assignment of the Council Member's offices and seats on the dais.

2. Purpose

The purpose of these rules is to document the City Council's accepted practices and to clarify expectations by establishing guidelines for the orderly, consistent, and fair conduct of the City Council's business.

These rules of procedure are intended to help implement, but do not limit or supersede, the state and local laws that govern the requirements and responsibilities for the City Council's meetings. Those laws include, but are not limited to, the California Constitution, the Brown Act, the Political Reform Act, the Livermore Municipal Code, and the Livermore Development Code.

These rules of procedure are not intended to limit the inherent power or the general legal authority of the City Council, and failure to follow these rules will not invalidate a City Council action. [*City of Pasadena v. Paine, (1954) 126 Cal.App.2d 93].*

3. Rules of Parliamentary Procedure

The City Council has adopted *Rosenberg's Rules of Order, Revised 2011*, as its rules of parliamentary procedure. In the event of a conflict between *Rosenberg's Rules of Order* and these rules of procedure, these rules of procedure shall control.

4. Applicability

These rules of procedure apply to the preparation, posting, and distribution of the agendas for City Council meetings. They also relate to the orderly discussion of items and the City Council's voting procedures to take formal action or provide direction to staff. Lastly, they relate to respective powers for the Mayor and Council Members.

[1] All citations are to the California Government Code unless otherwise noted.

5. Presiding Officer

The Mayor is the presiding officer for each meeting of the City Council that the Mayor attends. In the Mayor's absence, the Vice Mayor shall be the presiding officer for the meeting when the Vice Mayor is present. In the absence of both the Mayor and the Vice Mayor, the Council Members present at the meeting shall select a presiding officer for that meeting. [36802].

6. Mayoral Duties and Responsibilities

The Mayor is directly elected at-large for a two-year term in November of each even-numbered year. The Mayor is a member of the City Council and has all the powers of a Council Member, except when exercising their unique mayoral duties. The Mayor enjoys, and shall not be deprived of, any rights and privileges as a Council Member. Additionally, the Mayor shall have all the powers and duties of an elective Mayor as provided by statute. [34903, 36803; LMC 2.04.020; 81 Ops.Cal.Atty.Gen. 75 (1998)].

6.1 Appointment of Vice Mayor and Vice Mayor Duties and Responsibilities

The City Council has the statutory power to appoint a Council Member as mayor pro tempore, which position is titled Vice Mayor in Livermore. [34905, 36801].

The Vice Mayor shall be selected for a one-year term and shall be selected at the meeting certifying the election results in each even-numbered year and in December of each odd-numbered year. The Vice Mayor shall have all the powers and duties, including regional board and commission meeting assignments, of a mayor pro tempore as provided by statute. The Council Member selected as Vice Mayor typically rotates among the Council Members. By way of these rules, the City Council invites the Mayor to make the initial nomination of a Council Member for selection and appointment as Vice Mayor at the times designated herein.

If the Mayor is absent or unable to act, the Vice Mayor shall then serve for the Mayor, and shall have all of the powers and duties of the Mayor until such time as the Mayor returns or is again able to act. [34905, 36801].

6.2 Reserved

6.3 Seats on the Dais

The Mayor shall sit at the center of the meeting room dais for all City Council meetings. If the Mayor is absent, the presiding officer shall sit at the center of the dais.

In December of each year, the Mayor shall assign the seats for the Vice Mayor and the Council Members on the dais. The Mayor should ask Council Members if they have any special needs that should be accommodated before making the assignments.

6.4 Council Member Rooms

The Mayor shall have use of office 216 at City Hall, or such other designation as that office may be given.

In December of each even-numbered year, the Mayor shall assign the use of rooms 218, 219, 220, and 222, or such other designation as those rooms may be given, to the Vice Mayor and the Council Members. Once assigned for use, each Council Member has the right to stay in a room they are occupying. The Mayor and each Council Member shall vacate their assigned rooms within two weeks of the date their respective terms of office expire.

7. Presiding Officer to Conduct Meetings

The presiding officer is responsible for conducting City Council meetings as follows:

7.1 Call to Order

The presiding officer shall call the meeting to order at the appointed time. If both the Mayor and the Vice Mayor are absent, then the City Clerk shall call the meeting to order and the Council Members present shall then select a presiding officer for that meeting who shall have the duties and responsibilities set forth in Section 5 *Presiding Officer* and this section for conducting the meeting.

7.2 Preservation of Order

The presiding officer shall preserve strict order and decorum, and shall discourage personal, verbal attacks on Council Members, staff, and/or the public, but shall not prohibit criticisms of the policies, procedures, programs, or services of the City, or of the acts or omissions of the City Council or members of the City staff. The presiding officer shall confine debate to the item under discussion. [36813, 38638, 54954.3, 54957.9].

7.3 Questions of Parliamentary Procedure

The presiding officer shall determine all questions of parliamentary procedure in consultation with the City Attorney and City Manager.

7.4 Reordering of Agenda

The presiding officer may reorder the items on the agenda for a noticed meeting to accommodate members of the public who wish to speak on an agenda item that would otherwise be considered by the City Council later in the meeting. The presiding officer shall announce the reorder prior to calling members of the public to speak during open forum.

7.5 Motion to Be Stated

The presiding officer shall state all motions submitted for a vote by the City Council, announce the result of the vote, and identify the no votes and any Council Members that abstained or recused themselves from the vote. A roll call vote shall be taken for all teleconferenced and hybrid meetings, and may also be taken at any meeting upon the request of any Council Member. No action shall be taken by secret ballot, but electronic tabulation may be used to record and report roll call votes. [54953(b)(2) and 54953.8.

8. General Rules – City Council Meetings

The City Council endorses, and agrees to comply with, the Brown Act. In the event of a conflict between the Brown Act and these rules of procedure, the Brown Act shall control. [54950 *et seq*., 54953].

City Council meetings shall be open to the public, but the public shall be excluded from closed sessions as authorized by state law. [54953(a), 54957].

City Council meetings, except for closed sessions, shall be open to the media. The media shall be excluded from closed sessions as authorized by state law. [54953, 54953.5, 54957, 54957.9].

City Council meetings may be recorded by the public and the media, provided such recordings do not interfere with the orderly conduct of the meetings and do not constitute a persistent disruption of the proceedings.

City Council meetings shall include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform unless an exception under state law applies. See Appendix A to these Rules of Procedure for exceptions to this requirement.

8.1 City Council Meeting Schedule

Each July, the City Council shall approve and thereafter follow an annual calendar for its regular meetings in the upcoming year. The annual calendar shall also identify dates for anticipated special meeting workshops. [36805]. When scheduling meeting dates, care should be taken to avoid conflicts with national holidays or dates that would preclude participation by members of the public due to religious or other observances.

8.2 Quorum

The presence of three Council Members shall constitute a quorum of the City Council necessary to transact business at a meeting. In the event a quorum is not in attendance, those attending the meeting will be named in the minutes, and they shall adjourn the meeting to a set date, time, and location. If all Council Members are absent, the City Clerk shall adjourn the meeting to a set date, time, and location. [36810, 36811].

8.3 Absences

8.3.1 Absence and Compelling Attendance

Council Members who are unable to attend a City Council meeting must request that the Mayor recognize the absence as excused. The purpose of an excused absence is not to relieve Council Members of their responsibility to be present, but is intended to provide the Mayor with an opportunity to ensure an absence is reasonable and to impress upon the Council Member, where necessary, the importance of regular attendance. The minutes shall note whether a Council Member's absence is excused. If a Council Member is repeatedly absent, the City Council may adjourn from day-to-day to compel the absent Council Member's attendance under the penalties prescribed by State law. [36513, 36810, 36813].

8.3.2 Absentee Participation

If a Council Member wants to participate remotely in a meeting, the appropriate way to participate is through a teleconferenced or hybrid meeting as provided for in Section 8.4.6 *Teleconferenced and Hybrid Meetings*. Absent Council Members are discouraged from communicating their opinions on agenda items to staff or other Council Members to present at the Council Meeting on behalf of the absent Council Member.

8.4 Types of Meetings

8.4.1 Regular Meetings

The City Council shall meet in the City Council Chamber in the Civic Center Meeting Hall for all regular City Council meetings. The regular meetings shall begin at 7:00 p.m. on the second and fourth Monday of each month, unless otherwise specified by posted notice. If the meeting date falls on a legal holiday, the City Council shall meet at a date and time designated by the City Council. Regular meetings with closed session items may begin between 5:00 p.m. and 7:00 p.m. depending upon the number and complexity of the matters to be discussed. [36805, 54954; LMC 2.06.030].

8.4.2 Special Meetings

Special meetings may be called by the Mayor, the City Manager, the City Attorney, or by a majority of Council Members consistent with applicable laws. The call and notice for a special meeting must specify the items to be considered and the date, time, and location for the meeting. [36807, 54956(a)].

The City Council may take final action at a special meeting that is not a workshop.

8.4.3 Special Meeting Workshops

The City Council may meet in special meetings designated as workshops that are called by the Mayor, the City Manager, or by a majority of Council Members consistent with applicable law. Workshops are special meetings intended for training purposes such as ethics training, sexual harassment prevention and education, and specific technical subjects such as land use. Special meeting workshops are also intended for the City Council to work with staff to develop administrative items such as the budget, for the City Council to receive public input on matters of community wide concern, and for similar activities.

Workshops are open to the public and are meetings for purposes of the Brown Act. The City Council may provide direction, but unlike other special meetings the City Council may not take a final action at a workshop. [54956].

8.4.4 Closed Session Meetings

Closed sessions may only be held as authorized by state law and shall be held in accordance with the provisions of the Brown Act. The closed sessions may precede or follow a regular meeting or be called as a special meeting. In addition to the provisions in Section 8.4.2 *Special Meetings*, the City Attorney or City Manager may call and notice closed session meetings as special meetings. [54954.5, 54956.5, 54956.7-54957.1, 54962].

After meeting in closed session, the City Council shall reconvene in open session and make a public report, either orally or in writing, of any reportable action taken in the closed session and the related vote tabulation. [54957.1, 54957.7].

Closed session matters should be managed within the expected time limits for all items. Lengthy closed session matters should be scheduled at the end of a Council Meeting or as a separate special meeting. If a closed session is scheduled before the start of a regular Council meeting, it should conclude no later than 10 minutes before the start time for the regular Council meeting. When necessary, if a closed session precedes a regular meeting but is not concluded, then it may be reconvened at the conclusion of that regular Council meeting, but that should be avoided when possible.

8.4.5 Concurrent and Joint Meetings

The City Council may concurrently convene the meetings for the City Council and any other legislative body comprised of the Council Members. [54952.3].

Joint meetings of the City Council and any other legislative body or bodies shall be noticed as a meeting for each body.

8.4.6 Teleconference or Hybrid Meetings

The City Council may meet from different locations connected by electronic means consistent with the provisions of the Brown Act effective at the time of the scheduled meeting. When scheduling a teleconference or hybrid meeting, the City Clerk should consult with the City Attorney to identify the applicable notice, conduct, and participation requirements for the meeting. The preferred procedures for teleconference or hybrid meetings are set forth in Appendix A. [54953(b)(c), 54953.8, 54953.8.3].

8.4.7 Adjourned Meetings, and Adjourned Regular Meetings

Any meeting of the City Council may be adjourned to a later date, time, and location, and the notice of adjournment shall be posted within 24 hours on or near the door of the place where the adjourned meeting was held. However, if the adjourned meeting is to reconvene less than 24 hours after adjournment, then a copy of the order or notice of the continuance shall be posted immediately following the meeting. [36809, 54955].

The Mayor, presiding officer, City Manager, or majority of Council Members may call for an adjourned regular meeting in consultation with the City Attorney to conduct a regular meeting on a date other than on a regular meeting date on the City Council's annual calendar. [54955]

8.4.8 Emergency Meetings

As provided in the California Government Code, if at least three Council Members determine that a catastrophic event has caused an emergency situation to exist as defined by law, then the City Council may immediately hold an emergency meeting without complying with the usual notice requirements for regular and special meetings. [54956 and 54956.5]. This rule in no way limits the powers and responsibilities set forth in Livermore Municipal Code Chapter 2.56 *Emergency Organization* for the Livermore emergency services council and for the director of emergency services.

8.4.9 City Council Committees

The City Council may create standing and ad hoc City Council subcommittees, which creation shall occur at a duly noticed Council Meeting.

Care should be taken to not overburden staff, and therefore, City Council subcommittees should only be created in consultation with the City Manager and the City Attorney. City Council subcommittees should be created judiciously. Staff support shall only be provided to those City Council committees duly created as set forth in these rules.

Ad hoc City Council subcommittees are intended to be useful and efficient vehicles for less than a quorum of Council Members, with appropriate support staff, to

explore and develop items for placement on a duly noticed City Council meeting agenda for the City Council to discuss and then provide direction or take action.

City Council standing subcommittees comprised of less than a quorum of the City Council and that have continuing subject matter jurisdiction or a fixed meeting schedule established by the City Council, shall comply with the Brown Act and follow these rules of procedure. [54952(b)].

Ad hoc City Council subcommittees comprised solely of less than a quorum of the City Council and that are limited to both a defined task and a duration that is less than one year, are not subject to the Brown Act and are not required to follow these rules of procedure. [54952(b); *Frazer v. Dixon Unified School District*, (1993) 18 Cal.App.4th 781].

Any City Council subcommittees comprised of less than a quorum of the City Council and have other persons as members, shall comply with the Brown Act and follow these rules of procedure. [54952(b); *Joiner v. City of Sebastopol*, (1981) 125 Cal.App.3d 799].

The City Manager shall keep a record of all standing and ad hoc City Council subcommittees that reflects the committee's creation date, composition, task, duration, and sunset date. The City Manager shall advise the City Council at a duly noticed Council Meeting of any ad hoc subcommittee that has not sunset within one year of its creation so that the City Council can consider whether to terminate the ad hoc subcommittee or reconstitute it as a standing committee.

8.5 Notice and Agenda Posting

The City Clerk shall post the notices and agendas for each City Council meeting in the kiosk in front of the Civic Center Meeting Hall, on the City's website, the Civic Center Library and at all other locations within the City where the meeting will be held.

When state law requires that the City provide a means by which the public may remotely hear and visually observe a meeting, and remotely address the City Council, the agenda shall include a description of how members of the public may access the meeting and offer public comment. [54953.8(b)(2)]

Any requirement to post notices and agendas at a remote teleconferenced or hybrid meeting location outside the City's jurisdiction shall be the responsibility of the Council Member attending the meeting from that location. [54954.2].

8.5.1 Regular Meetings

It is the City Council's goal that the agendas for regular meetings should be posted at least 6 days before the meeting dates, but in no event shall the agenda for a regular meeting be posted less than 72 hours before the meeting date. [54954.2].

8.5.2 Special Meetings and Workshops

Notice of the call for a special meeting must be delivered and received by each Council Member and the media at least 24 hours before the special meeting, and must be posted at least 24 hours before the special meeting date. To the extent possible, it is the City Council's goal that the notice and agendas for special meeting workshops should be posted at least 6 days before the meeting dates, and in no event shall the notice and agenda for a workshop be posted less than 24 hours before the meeting date. [54956].

8.6 Actions Limited to Posted Agendas

The City Council shall not discuss or take action on any item of business not appearing on the posted notice or agenda for a duly noticed Council meeting. However, as permitted by the Brown Act, Council Members and staff may briefly respond to statements made or questions posed by the City Council or by members of the public addressing the City Council. City Council members should refrain from rejoinders to perceived derogatory or repugnant public comments during council meetings. Council Members may ask a question of City staff or a speaker for clarification, make a brief announcement, or make a brief report on their own activities.

Similar to section 8.4.8 *Emergency Meetings,* upon determination by three Council Members that an emergency situation exists as required by law, or upon a determination by four Council Members (or all members present if less than four are in attendance) that there is a need for immediate action that came to the City's attention after the meeting agenda was posted, the agenda may be amended as provided by law to add an item for consideration and action. [54954.2, 54956, 54956.5].

8.7 Continuance of Agenda Items

Items listed on a posted agenda should not be continued or postponed absent good cause.

8.7.1 Discovery of Good Cause Before an Item is Considered

If good cause to continue an item is discovered by City staff after a notice or agenda is posted but before the meeting commences, then after calling the meeting to order the presiding officer shall identify the item and announce that it has been continued.

8.7.2 Good Cause to Continue During Consideration

Once an item has been taken up for consideration, City staff, a Council Member, or a participating party as defined in Section 10.6.3 *Participating Parties* may request a continuance of the item. The item may only be continued following a majority vote of the Council Members present.

8.7.3 Public Comment for a Continued Item

If the opportunity for the public to address the City Council has concluded, or the public hearing portion of an item was formally closed, and the item was returned to the City Council for deliberation before it was continued, then the opportunity for public comment on the item will not be reopened absent a motion by the City Council. [54955].

8.8 Consideration of items after 11:00 p.m.

8.8.1 Canvass and Reorder

At 10:30 p.m., or as soon thereafter as practical, the presiding officer shall canvass staff and Council Members present to identify the remaining agenda items for consideration. The presiding officer will then identify what items will be considered or continued, and in what order. Once the presiding officer outlines the balance of the agenda, it may not be amended absent an appeal by a Council Member.

If the City Manager, Mayor, presiding officer, or a City Council Member believes the duly noticed agenda for a Council meeting is not likely to be completed in one day, then the City Clerk shall poll the Mayor and Council Members in advance of the meeting to determine their availability to reconvene later that same week. To accommodate members of the public so they do not have to rearrange their schedules, to the extent possible, the public comment period for an item that was started should be completed before the continuance of an item.

8.8.2. No New Items Considered after 11:00 p.m.

The City Council shall not begin consideration of any items on an agenda after 11:00 p.m., but may complete their consideration of an item that was commenced prior to 11:00 p.m.

8.8.3 Exceptions

The City Council may commence consideration of an item after 11:00 under the following circumstances:

a. An item is subject to a legal deadline, such as a project application subject to the Permit Streamlining Act; or,

b. The City Council votes to allow consideration of the item after 11:00 p.m.

8.9 Breaks.

The presiding officer shall provide for a 10-minute break after approximately every two hours of meeting time. The break should be called at a convenient point in the proceedings closest to the two-hour mark. Council Members may request breaks at other

times as needed. Council Members and staff are expected to return promptly at the designated time to resume the meeting.

8.10 Points of Order, Privilege, and Personal Privilege

A Council Member may ask for a point of order, at which time the presiding officer will ask for an explanation. Appropriate points of order relate to matters that a Council Member considers inappropriate conduct for the meeting, such as the failure to observe these Rules of Procedure, the City Council's Values and Norms, or the rules of parliamentary procedure.

A Council Member may seek a point of privilege. If so, the presiding officer shall ask for an explanation of the Council Member's point. Points of privilege generally relate to matters that interfere with a normal flow or comfort of the City Council's meeting, such as the inability to hear testimony because of disruption.

A Council Member may ask for a point of personal privilege when the integrity, character, or motives of the Council Member are called into question by a speaker, or where the welfare of the City Council is concerned.

If a speaker is interrupted by a point of order, privilege, or personal privilege, the remainder of a speaker's time will be preserved by the City Clerk until the point is resolved.

8.11 Minutes

8.11.1. All Proceedings Recorded

An account of all open meetings of the City Council shall be recorded, and action minutes prepared, by the City Clerk. [36814, 40801]. After the City Council approves the meeting minutes, the City Clerk shall enter them into official minute books of the City Council. The City Attorney may prepare attorney work product notes for closed session meetings attended. [36814].

8.11.2 Approval

The minutes for a City Council meeting shall be reviewed and approved as set forth in this section.

a. The City Council shall approve minutes for a regular meeting, special meeting, and special meeting workshops, except that City Council approval is not required for the City Attorney's closed session attorney work-product notes.

b. A Council Member may not approve the minutes for any City Council meeting that the Council Member did not attend, unless the Council Member observed the meeting or reviewed a video or audio recording prepared for that meeting. Also, a Council Member may not approve the minutes for a meeting that they were not eligible to attend as a Council Member. The minutes may be approved

by a majority of the remaining eligible Council Members, or by a lone eligible Council Member.

c. If no Council Members are eligible to approve the minutes for a City Council meeting, then the City Clerk shall attest to the accuracy of the meeting minutes and enter them into official minute books of the City Council.

8.11.3 Preferred Method of Recordation and Minutes

City Council meetings may be recorded by electronic means. The preferred methods for recording City Council meetings are set forth in Appendix B. [54953].

8.12 Staff Attendance

8.12.1 City Manager

The City Manager shall attend all City Council meetings unless excused by the Mayor, and the City Manager's designee attends. [LMC 2.08.060.F]. The City Manager may make recommendations and shall have the right to take part in all discussions of the City Council, but shall have no vote.

8.12.2 City Attorney

The City Attorney shall attend all City Council meetings unless excused by the Mayor, and an Assistant City Attorney attends. Upon the City Council's request, the City Attorney shall provide opinions and recommendations, either written or oral, on questions of law and procedure.

8.12.3 City Clerk

The City Clerk shall attend all City Council meetings unless excused by the City Manager, and in their absence, the City Clerk's designee shall attend. The City Clerk shall record, prepare, and maintain the official record of the City Council's proceedings and perform other related duties as may be prescribed by the City Council and the City Manager. [36814, 40801].

8.12.4 Department Heads/Employees

Department Heads and employees shall attend City Council meetings as directed by the City Manager. The City Manager and City Attorney are encouraged to minimize the number of employees and consultants attending the meetings in-person.

8.12.5 Sergeant-at-Arms

A Sergeant-at-Arms, who shall typically be a sworn member of the City's Police Department, shall attend City Council meetings as directed by the City Manager. [38638].

8.13 Meetings That Are Not Subject to the Brown Act

As provided by the Brown Act, a quorum of the City Council may attend conferences and similar gatherings, open community meetings organized by a person or organization other than the City Council, open and noticed meetings of another legislative body other than a City advisory body, and social and ceremonial gatherings without complying with the notice and agenda requirements in these rules of procedure, provided that the Council Members do not discuss among themselves business of a specific nature that is within the City's subject matter jurisdiction. [54952.2(c)(3)-(5)].

Meetings of an ad hoc City Council subcommittee are not subject to these rules of procedure unless the City Council expressly states that the subcommittee shall follow these rules. [54952].

Briefings of less than a quorum of the City Council are not subject to these rules of procedure provided the briefings comply with the Brown Act. [54952.2; *Wolfe v. City of Fremont*, (2006) 114 Cal.App.4th 533].

9. Agenda Development

The City Manager is responsible for preparing the City Council's meeting agenda to present items requiring direction or action by the City Council. Items may also be placed on an agenda for City Council consideration in the following ways: by direction of a duly created City Council subcommittee with the City Manager's concurrence; by direction of the City Attorney in consultation with the City Manager; by direction of a majority of Council Members during the matters initiated portion of the agenda to place an item on a future agenda; and under any processes set forth by statute or ordinance that requires City Council action, including City Council consideration of land use matters, appeals, and other matters as set forth in the Livermore Municipal Code and the Livermore Development Code.

The agenda shall contain a brief general description of each item of business to be transacted or discussed, including any items to be discussed in closed session. [54954.2, 54954.5].

10. Order of Business – Regular Meetings

The usual order of business for regular meetings shall be as follows:

10.1 Call to Order

This portion of the agenda is for roll call, the pledge of allegiance, and the reporting out from any closed session items that may have occurred prior to the meeting.

10.2 Proclamations and Presentations

This portion of the agenda is for City proclamations to recognize significant community events, people, or days. The presiding officer shall read and present, or designate a

Council Member to read and present, the proclamations. The City Manager, or their designee, may develop a policy regarding proclamations as a guide. It is also for City advisory bodies to make brief presentations to the City Council on their activities. As authorized by the presiding officer or the City Manager, this portion of the agenda may be also be used to accommodate requests from other local, regional, or state legislative bodies and elected officials wishing to make brief presentations to the City Council concerning activities of interest to the City.

These are ceremonial matters and not action items by the City Council. While the preference is for proclamations to be included in the posted agenda, the desire to recognize a significant community event, person, or day may arise or be discovered after an agenda is posted. In that case, the presiding officer may make additional proclamations at a City Council meeting so long as they do not unduly interfere with the City Council's business.

The public does not have the right to address the City Council during this portion of the agenda. [54954.3(a); *Coalition of Labor, Agriculture & Business v. County of Santa Barbara Bd. of Supervisors, (2005) 129 Cal.App.4th 205].*

10.3 Confirmation of Advisory Body Appointments

This portion of the agenda is for City Council confirmation of appointments to advisory bodies and to administer the oath of office to advisory body members. The public has the right to address the City Council during this portion of the agenda.

10.4 Open Forum

This portion of the agenda is for any member of the public attending in person or participating remotely to address the City Council on any item of interest to the public that is within the City Council's subject matter jurisdiction. However, to prepare and preserve a proper administrative record, public comments concerning an item listed elsewhere on the agenda should be reserved and addressed to the City Council when that item is called for consideration.

Open forum for in-person speakers shall be permitted for up to ~~be limited to~~ 30 minutes, usually before the consent calendar. If there are additional in-person speakers~~members of the public~~ who wish to speak at the conclusion of the 30-minute time period, or any speakers participating remotely, then the presiding officer shall reconvene the open forum at the conclusion of the matters for consideration portion of the agenda unless the presiding officer announces that open forum is reordered to a different place on the agenda.

The procedures for public comments during open forum are set forth in Section 12 *Speaker's Rights*.

10.5 Consent Calendar

The consent calendar portion of the agenda is for routine items that are not expected to require City Council discussion. Examples of items for the consent calendar include the approval of minutes, resolutions confirming actions from a previous meeting, the introduction and adoption of ordinances, the processing of administrative items such as the approval of contracts and delegation of authority to execute them on behalf of the City, the acceptance of public improvements, and other routine items requiring City Council approval by ordinance, resolution, or law. Any Council Member may pull an item for separate discussion. Members of the public may address the City Council on consent calendar items by following the procedures set forth in Section 12 *Speaker's Rights*.

The items on the consent calendar are generally approved by the City Council by a single motion, but separate motions may be appropriate to accommodate a conflict of interest, an absence, or other Council Member interests.

10.6 Public Hearings

The public hearing portion of the agenda is reserved for items that require, by statute, ordinance, or practice, a noticed public hearing for action. The public hearing items shall be noticed as required by law. [6060].

The procedures for public hearings are as follows:

10.6.1 Introduction

The presiding officer shall call each item for hearing and consideration. If there are related public hearing items, the presiding officer has the discretion to concurrently call the related items for hearing and consideration.

10.6.2 Staff Presentation

A member of City staff will then:

a. Introduce themselves and the item by identifying the report and other written material included in the agenda packet for the City Council's consideration, as well as any written comments received from the public.

b. Identify any supplemental written materials that have been provided to the City Council for consideration, which were received or prepared for the item after the meeting agenda was published.

c. Identify any other staff members or consultants that will be part of the staff presentation or are otherwise present and available for City Council questions.

d. State whether the applicant is present and whether the applicant intends to make a presentation to the City Council.

e. Make an oral report, unless waived by the City Council.

f. Identify any elements or findings required to approve the item of business, and the facts or information supporting those elements or findings.

10.6.3 Participating Parties

Following the staff presentation, the applicant, appellant, and other named participant in the item that is party to an agenda item (collectively "participating parties") may address the City Council. Participating parties shall address the City Council following the procedures set forth in Section 12 *Speaker's Rights*.

After the presiding officer determines that no other participating parties wish to address the City Council on the hearing item, the presiding officer will open the public hearing.

10.6.4 Opening and Closing the Public Hearing

The purpose of the public hearing is to provide members of the public who attend in person or participate remotely with an opportunity to address the City Council concerning the hearing item, as well as to express their support or opposition of the item. The presiding officer will formally announce the opening of the public hearing and invite members of the public to address the City Council on the hearing item. Public speakers shall address the City Council following the procedures set forth in Section 12 *Speaker's Rights*.

After the presiding officer determines that no other member of the public wishes to address the City Council on the hearing item, the presiding officer will formally close the public hearing and return the item to the City Council for City Council questions and comments.

10.6.5 City Council Questions or Comments

Following the staff presentation, comments by the participating parties, and public comments during the public hearing, if any, the City Council may ask questions of City staff, consultants, and participating parties, or make comments on the item.

10.6.6 City Council Deliberation

Following City Council questions and comments, the presiding officer will invite the Council Members to discuss the item to develop concurrence for a motion. Council Members may continue to ask questions of staff, consultants, and the participating parties as part of their deliberations. The procedures for City Council deliberation are set forth in Section 13 *City Council Deliberation.*

10.6.7. City Council Action

After City Council deliberation, the presiding officer shall call for a motion and a second as set forth in Section 14 *Motions*, and the City Council may make such motions as set forth in that section.

If the motion seconded for consideration is substantially different than the recommended action in the published staff report, the presiding officer may, but is not required, to invite public comments on the motion. If the invitation is extended, then speakers will be limited to either one minute to comment on the motion or such other time specified by the presiding officer. The City Council has discretion to debate the decision by the presiding officer whether or not to hear further comment. If invited, public speakers shall address the City Council following the procedures set forth in Section 12 *Speaker's Rights*.

10.7 Matters for Consideration

This portion of the agenda is for items of business that require City Council action or direction, the receipt of reports, or that would benefit from City Council discussion that do not also require a public hearing. Generally, the procedures for this portion of the agenda follow the same procedures found in Section 10.6 *Public Hearings*, except that the public hearing is replaced by the opportunity for the public to comment after the staff presentation.

Prior to deliberating on matters for consideration, the City Council shall receive public comment as provided for in Section 12 *Speaker's Rights*. After receiving public comment, the City Council shall deliberate as set forth in Section 13 *City Council Deliberation* and shall receive the report, take action, or provide direction as set forth in Section 14 *Motions*.

10.8 City Council Reports and Matters Initiated by Staff and City Council

This portion of the agenda is for:

1. Each member of the City Council to provide brief reports on any intergovernmental agency meetings, conferences, community meetings, meetings of other legislative bodies, or other events of interest to the community. For efficiency and completeness, each Council Member should use the activity reporting spreadsheet and submit their reports to the City Clerk by the deadline set by the City Clerk on the day of the Council meeting so the report can be included in the supplemental materials distributed in advance of the meeting. Council members are encouraged to highlight in their oral presentations only those events of most interest to the community. Items listed in the written City Council Reports are not included in the meeting minutes, even if highlighted during the Council Member's oral comments. These items are considered part of the official record via the supplemental packet. If a Council Member shares information during the meeting that is not included in their written report, that information will be captured in the meeting minutes. To the extent practical, Council members should report on significant decisions being considered by the regional boards, commissions, and committees to which they have been appointed for the City. For those events that the Council Member attended at the City's expense, it is the City Council's preference to satisfy the expense reporting requirement by submitting a written report of the activities attended. [53232.2(d)];

2. The City Manager, City Attorney, and City staff to provide information of community interest to the City Council and to seek direction from the City Council concerning items to be included on future agendas;

3. The City Council to provide guidance and direction to staff concerning items to be included on future agendas and information to be provided in response to questions raised during open forum;

4. The City Council to request a matters initiated for staff to provide information, perform studies, or undertake other administrative functions or to develop information for Council action at a future meeting. Before requesting a matters initiated, the initiating Council Member is expected to confirm with the City Manager that there is adequate staff resource capacity to address the request, and the City Attorney to the extent the matter involves legal review. If the requested action is routine in nature, the City Manager will direct staff to proceed. However, if the request cannot be accomplished within the approved budget or City Council priorities, or will involve substantial staff resources, the City Manager will report to the City Council at a subsequent City Council meeting and request further direction. At that time, the consensus of a majority of the City Council will be required to proceed.

Members of the public do not have the right to address the City Council during this portion of the agenda. [54954.3(a); *Coalition of Labor, Agriculture & Business v. County of Santa Barbara Bd. of Supervisors, (2005) 129 Cal.App.4th 205].*

10.9 Adjournment

This portion of the agenda is for the presiding officer to adjourn the City Council meeting at the conclusion of business and announce its next meeting. The meeting may be adjourned to a regular meeting, special meeting, special meeting workshop, adjourned regular meeting, or adjourned special meeting. The presiding officer may adjourn the meeting in honor of a distinguished Livermore resident or other person of community interest that has passed away.

Members of the public do not have the right to address the City Council during this portion of the agenda. [54954.3(a); *Coalition of Labor, Agriculture & Business v. County of Santa Barbara Bd. of Supervisors, (2005) 129 Cal.App.4th 205].*

The presiding officer may simply adjourn the meeting after the conclusion of the business items, however, adjournment at any other point in the meeting other than after the conclusion of the business items on an agenda will require a formal motion by the City Council.

11. Order of Business – Special Meetings and Workshops

No matters except those specified in the notice and agenda for a special meeting or special meeting workshop may be discussed at those meetings.

The usual order of business for special meetings and workshops shall be as follows:

11.1. Call to Order

This portion of the agenda is the same as it is for a regular meeting.

11.2. Public Comment

The purpose of this portion of the agenda is to provide the public with the opportunity to address the City Council on only those items listed in the posted notice and agenda for the special meeting or workshop. Public comment shall be received immediately after the staff presentation, if any.

Public speakers shall address the City Council following the procedures set forth in Section 12 *Speaker's Rights*.

However, unlike a regular meeting, the agendas for special meetings and workshops will not include an open forum for the public to address the City Council on any item of interest to the public that is within the City Council's subject matter jurisdiction, unless that opportunity is expressly included in the agenda.

11.3 Special Meeting Item and Workshop Item

Generally, the procedures for this portion of the agenda follow the procedures in Section 10.6.1 *Introduction,* 10.6.2 *Staff Presentation*, 10.6.5 *City Council Questions and Comments,* and 10.6.6 *City Council Deliberation.* The City Council may take a final action at a special meeting, but not at a workshop, as set forth in Section 8.4.2 *Special Meetings* and Section 8.4.3 *Special Meeting Workshops*

11.4 Adjournment

This portion of the agenda is the same as it is for a regular meeting.

12. Speaker's Rights

A City Council meeting is a limited public forum. [78 Ops.Cal.Atty.Gen. 224 (1995); *Kindt v. Santa Monica Rent Control Bd. (9th Cir. 1995) 67 F.3d 266; White v. City of Norwalk, (9th Cir. 1990) 900 F.2d 1421; Leventhal v. Vista Unified School District (SD Cal. 1997) 973 F.Supp. 951*]. Members of the public have the right to address the City Council and to attend its meetings, except for closed sessions and other meetings that permit the public to be excluded as a matter of law. During the open forum portion of a regular meeting agenda, members of the public have a right to address the City Council on any item of interest to the public that is within the City Council's subject matter jurisdiction. Members of the public also have the right to address the City Council before the City

Council considers or takes action on an item on any regular meeting agenda, except for items properly listed or considered in the *Call to Order*, *Proclamations and Presentations, City Council Reports and Matters Initiated by Staff and City Council*, and the *Adjournment* portions of the agenda. Members of the public shall be provided an opportunity to address the City Council concerning any item that is described in the notice for special meeting workshops and special meetings. [54954.3].

The procedures for addressing public comments to the City Council are as follows:

12.1 Addressing the City Council

Members of the public, attending in person or participating remotely, who want to address the City Council during open forum or before the City Council considers or takes action on an item are asked to submit ~~must indicate their desire by personally submitting~~ a request to speak to the City Clerk, or their designee, using the methods specified by the City Clerk in the agenda for that meeting. A member of the public may not submit a request to speak on behalf of any other person. The methods for addressing the City Council will be described at each meeting. The City Clerk will prominently display the methods to address the City Council in the hallway outside the City Council Chamber or other location where the City Council gathers in person for a meeting and on the City's website.

The presiding officer shall open public comment during open forum and for agenda items by asking the City Clerk whether there are any members of the public who wish to address the City Council. If there are, the presiding officer will then ask the City Clerk to manage the process for calling on in person speakers and speakers participating remotely as described in Sections 10.4 *Open Forum* and 12.3.1. Speakers may request the opportunity to address the City Council until the City Clerk announces that there are no more speakers who have expressed their interest to address the City Council. At that time, the presiding officer will close the public comment period. Once the presiding officer closes the public comment period, no more additional requests to address the City Council during open forum or for the agenda item will be accepted absent invitation by the presiding officer.

The purpose of submitting a request to speak is to help the presiding officer conduct the City Council's meetings and to complete its business in an orderly fashion. The intent is not to limit testimony. Therefore, a member of the public will not be denied an opportunity to speak if a request to speak does not provide all of the information requested from a speaker or because a speaker wants to remain anonymous. Speakers who have not submitted a request to speak on time may be heard by the presiding officer's recognition or by another Council Member's successful appeal. [White v. City of Norwalk, (9th Cir. 1990) 900 F.2d 1421].

12.2 Speaker Time Limit

The amount of time allotted to each member of the public attending in person or participating remotely and wishing to address the City Council shall be limited to a

maximum of three minutes. For the consent calendar, a speaker's time is limited to a single comment with a maximum of three minutes for all consent calendar items, except for items that are pulled by a Council Member for separate discussion, in which case the speaker's time shall be limited to a maximum of three minutes on the item pulled for discussion and a separate opportunity to speak of up to a maximum of three minutes for the balance of the consent calendar. Individual members of the public may not yield their allotted time, or any remaining portion thereof, to anyone else. The presiding officer may reduce the amount of time allotted to each speaker based upon the number of persons wishing to speak, the complexity of the item if one is being considered, the anticipated time reasonably needed to complete the remaining items on the meeting agenda, and other reasonable factors. Members of the public participating remotely will be given the same time allotment to address the City Council as members of the public attending in person. [54954.3(b), 54953.9; *Kindt v. Santa Monica Rent Control Bd. (9th Cir. 1995) 67 F.3d 266; Chaffee v. San Francisco Public Library Commission, (2005) 134 Cal.App.4th 109; 75 Ops.Cal.Atty.Gen. 89 (1992)*]. A speaker using an interpreter, and speakers needing accommodation for a disability, shall be allowed twice the allotted time. [54954.3].

Prior to calling for public comment during the open forum, as well as before the City Council considers or takes action on an item, the presiding officer shall set and announce the time limit for each member of the public to speak before inviting members of the public to address the City Council. For the purposes of these rules, lectern means the physical podium in the meeting room provided for the public to address the City Council, but also includes the electronic location utilized by the City Clerk to accept electronic comments for a teleconferenced or hybrid City Council Meeting.

Open forum for in-person speakers will be permitted up to~~ll conclude after~~ 30 minutes, but if there are remaining speakers at the conclusion of the 30-minute time-period who wish to address the City Council, or speakers participating remotely, then the open forum shall be reconvened after the Matters for Consideration portion of the agenda as set forth in Section 10.4 *Open Forum*.

12.3 Members of the Public Addressing the City Council

12.3.1 A list of people who have requested to speak shall be used to call each in person speaker to the lectern to address the City Council. When calling a speaker to the lectern the next two speakers will also be identified so they are prepared to address the City Council when called to the lectern.

For teleconference or hybrid meetings, the~~ City Clerk will manage the process for calling in-person speakers~~ ~~who are physically present to the lectern~~ or to unmute speakers participating remotely. For items on the agenda where the public has the right to address the City Council, in-person~~The~~ speakers~~ physically present at the meeting~~ will be called upon before those participating remotely~~.~~. When there are no more in-person speakers wishing to ~~people physically present who have expressed an~~

~~interest in~~ address~~ing~~ the City Council, the City Clerk will then call upon the speakers participating remotely.

Public comment for Open Forum will be taken as set forth in Section 10.4 *Open Forum*.

12.3.2 The presiding officer may request each speaker to state their name and city of residence before addressing the City Council. A speaker is not required to provide their name or address in order to address the City Council. However, to the extent such information is relevant to the issues being considered by the City Council during a public hearing, the absence of such information may bear on the speaker's credibility and the weight the City Council affords the speaker's comments.

12.3.3 Speakers shall address their comments only to the City Council as a body and not to a particular member or to the audience.

12.3.4 Members of the public may only address the City Council from the lectern or by participating remotely. No member of the public, other than the speaker at the lectern or the speaker participating remotely, may address the City Council, unless called upon by the presiding officer.

12.3.5 No question shall be asked of Council Members by a speaker, except through the presiding officer. No question shall be asked of a speaker by a Council Member, except through the presiding officer. Council Members, the presiding officer, and the speaker are not obligated to answer any questions asked. The presiding officer may refer questions to staff for a brief answer.

12.3.6 Speakers shall not use their time to unduly disrupt the orderly conduct of the City Council's meeting.

12.3.7 Speakers are encouraged to avoid repetition.

12.3.8 Speakers are encouraged to avoid making personal attacks.

12.3.9 Each speaker shall conclude their comments when their time to address the City Council has expired.

12.3.10 A speaker may use their allotted time to read letters or other documents, play electronic recordings at a non-amplified volume, or otherwise present information to the City Council in a non-disruptive manner, provided those activities are completed within the allotted time. The City will not provide the means for a speaker to play an electronic recording.

12.3.11 When called upon during open forum, speakers may address the City Council on any item of interest to the public within the City Council's subject matter jurisdiction. [54954.3(a)].

12.3.12 When called upon to provide public comment on a specific item of business on the agenda, speakers shall focus their comments on that specific item of business before the City Council. [54954.3(a); *White v. City of Norwalk, (9th Cir. 1990) 900 F.2d 1421; 78 Ops.Cal.Atty.Gen 224 (1995)].*

12.3.13 Members of the public addressing the City Council are limited to one oral public comment per speaker per item.

12.4 Participating Parties Addressing the City Council

Participating parties shall comply with the procedures set forth in Section 12 *Speaker's Rights* when addressing the City Council, except that the participating parties shall each have up to a maximum of 10 minutes to address the City Council. The presiding officer may set and announce the time limit for each active participant to address the City Council based upon the same criteria set forth in Section 12.2 *Speaker Time Limit.*

When the City Council is acting in its quasi-judicial capacity, the presiding officer may further modify the rules of procedure in this section or adopt such additional rules of procedure and speaker times as may be reasonably necessary to afford the active participants with procedural due process commensurate with the rights at issue.

12.5 Public Criticism

Public criticism of the City's policies, procedures, programs, or services, or of the acts or omissions of the City Council, shall not be prohibited. However, the rights of each speaker to express their views are not absolute and nothing in these rules of procedure are intended to confer any privilege or protection for expression beyond that otherwise provided by law. [54954.3].

12.6 Disruptive Speech and Conduct

Any person unduly disrupting a City Council meeting in person or participating remotely may be requested by the presiding officer to leave the meeting. The presiding officer shall discourage demonstrations before the City Council, such as applauding or booing. Upon instructions by the presiding officer, a Sergeant-at-Arms or the City Clerk may be called for the purpose of removing any person who, in the presiding officer's judgment, has disrupted the meeting. [36813, 38638, 54954.3, 54957.9, Penal Code 403]. Prior to removing a person for disrupting a meeting, the presiding officer shall warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. However, a warning is not required before removing a disruptive individual whose behavior constitutes use of force or a true threat of force consisting of a threat that has sufficient indicia of intent and seriousness that a reasonable observer would perceive it to be an actual threat to use force. [54957.95]. When possible, the presiding officer is encouraged to use alternative means, such as direction to speakers to avoid disruption or by taking a recess to review these rules with the speaker, to avoid disruptions to allow the City Council to complete its business.

12.7 Written Communications – Post Hearing Notice, and/or Post Agenda Publication

The City Council encourages the submission of written comments by the public prior to a meeting since that affords the City Council and staff the time to duly consider the comments, and for the City Clerk to incorporate the comments into the City's agenda publications.

12.7.1 Submitted after the hearing notice is sent or published, but before the Agenda Publication.

Any member of the public may submit written public comments and materials to the City Council through the City Clerk's Office. All written public comments and materials submitted between the date when the public hearing notices are published (10 days prior to the meeting or as otherwise required by statute) and 5:00 p.m. on the day before agenda publication. The City Clerk shall deliver all written public comments and materials received by 5:00 p.m. the day before agenda publication as part of the agenda packet for the posted agenda.

12.7.2 Submitted Post Agenda Publication.

Any member of the public may submit electronic public comments to the City Council using the electronic submission process the City Clerk specifies and makes available on the City's website within the timeframe provided on the agenda. Any additional attachments can be submitted directly to the City Clerk. All comments submitted using the City Clerk's electronic process will be made concurrently available to the public and the City Council as soon as practicable, and the City Clerk shall post on the City's website and deliver any additional materials received by 12:00 p.m. noon the day of the meeting to the City Council in a supplemental packet prior to the meeting.

Physical copies of written public comments and materials, and electronic and physical materials submitted to the Clerk's Office before 12:00 p.m. noon on the day of the City Council meeting, will be included in the supplemental packet. After 12:00 p.m. noon on the day of the City Council meeting, any member of the public who desires to submit materials to the City Council for consideration at that meeting is hereby instructed to provide~~esent~~ 8 copies of the materials to the City Clerk for distribution to the City Council at its meeting when the item is considered, and the City Clerk shall include those comments and materials as a supplemental materials packet for items received at the meeting to be included in the final record.

12.7.3 Special Meetings and Workshops.

For special meetings and workshops, the City Clerk shall specify the instructions and timeframes for the public to submit written public comments and materials in the agenda for those meetings.

12.8 Approaching the City Council

Once a meeting is called to order, no member of the public physically present shall enter the area between the lectern and the dais without an invitation from the presiding officer. Members of the public may enter the area before and after the meeting, and during a recess, for the purpose of interacting with the individual City Council Members and City staff.

13. City Council Deliberation

City Council deliberations shall be orderly and guided by the presiding officer to reach a decision on the item before them or to provide the direction sought by staff.

Once an item is before the City Council for deliberation, the presiding officer shall call upon each individual Council Member present, in turn, to comment on the item and the recommended action or direction sought by staff. When participating remotely at a teleconference or hybrid meeting, Council Members should use the raise hand feature, or other feature offered by the electronic platform used for the meeting, to indicate they wish to speak and the presiding officer should call upon them in the order they requested to speak. Council Members may debate the merits of the item and recommendation, but shall not interrupt any other Council Member who is speaking. After each Council Member has an opportunity to express an opinion on the item, the presiding officer shall invite discussion and then a motion.

14. Motions

14.1 Making a Motion

A motion may be made by the presiding officer or a Council Member. Once a motion has been made, the presiding officer will solicit a second. A motion shall die unless it receives a second. If a motion receives a second, the presiding officer shall then invite debate and discussion on the motion and any amendments.

Any Council Member who makes a motion may withdraw it during debate and discussion, even to the point of interrupting a speaker to do so. If the motion is withdrawn, the presiding officer may ask the person who seconded the motion if that Council Member wishes to make the motion, subject to another Council Member's second.

14.2 Categories of Motions

There are four categories of motions that the City Council may consider.

The first category is a basic motion, which is one that puts forward a decision for consideration. For example, a motion to approve City staff's recommendation.

The second category is a motion to amend an earlier motion. Such an amending motion changes a basic motion under discussion in a minor way, but does not supersede it. For example, adding a condition to a basic motion to approve staff's recommendation. If the maker of the basic motion, and the second, accept the amendment, then the amendment shall be incorporated into the original motion without the need for a second on the

amending motion. If an amendment is not accepted into the basic motion by the moving Council Members, the process for voting on simultaneous motions is then followed.

The third category is a substitute motion. Such a motion completely does away with the basic motion under discussion and puts a new motion before the City Council. For example, if the basic motion is to approve staff's recommendation, a substitute motion would propose numerous changes to staff's recommendation or assembles multiple amending motions into a single motion. If a substitute motion receives a second, then the initial basic motion does not require action since it was substituted. If a substitute motion fails, the process for voting on simultaneous motions is then followed.

The fourth category is a hostile motion. A hostile motion is one that seeks to accomplish the opposite effect of the basic motion. For example, when a basic motion is to approve a project, a hostile motion is one to deny the project. If a hostile motion is made, the process for voting on simultaneous motions is then followed.

A decision whether a motion is one to amend or substitute is left to the presiding officer's sole discretion. A decision whether a motion is hostile is left to the presiding officer in consultation with the City Attorney.

14.3 Simultaneous Motions

The City Council may consider up to three motions on the floor at one time. The presiding officer may reject a fourth motion until the three before the City Council have been resolved. When multiple motions with seconds are before the City Council, the City Council shall consider and vote on the last motion made. Generally, the discussion when a motion is before the City Council should focus on the last motion made. Once the vote on the last motion takes place, if necessary, the discussion and decision on additional motions will take place in order working back to the first motion made.

However, a hostile motion shall not be in the floor at the same time as the motion it challenges. A hostile motion shall be considered after a vote on the basic motion and its amendments, that it challenges.

14.4 Debatable and Non-debatable Motions

Debatable motions are subject to Council Member comment and discussion before calling for a vote. Non-debatable motions are not subject to Council Member comment and discussion, and are to be voted on immediately.

14.4.1 Debatable Motions

Debatable motions are motions to take action on agenda items and other items of City business. For the purpose of these rules of procedure, all motions are debatable except those expressly identified in Subsection 14.4.2 *Non-Debatable Motions.* Debate on a motion should continue as long as Council Members wish to discuss an item, subject to the presiding officer's determination that it is time to call for the question.

14.4.2 Non-Debatable Motions

Non-debatable motions are procedural and terminating motions. Certain motions once made immediately stop the City Council's deliberations and, upon receipt of a second, should be voted on immediately. The City Council's non-debatable motions are as follows:

a. Motion to Adjourn. If passed, a motion to adjourn requires the City Council to immediately adjourn to its next regularly scheduled meeting.

b. Motion to Recess. If passed, a motion to recess requires the City Council to immediately take a recess, the length of which the presiding officer will determine. The presiding officer may order a recess without a motion, and without adjourning the meeting, as the presiding officer determines a recess is necessary to maintain decorum and conduct the meeting in an orderly fashion.

c. Motion to Fix the Time to Adjourn. If passed, a motion to fix the time to adjourn the meeting requires the City Council to adjourn at a specific time set in the motion.

d. Motion to Table an Item. If passed, a motion to table an item postpones an item indefinitely or to a date and time certain set in the motion. If the motion does not contain a specific time, an additional motion is required to bring the item back to the City Council at a future meeting.

e. Motion to Continue an Item. A motion to continue an item has the same effect as a motion to table, but is generally used when good cause exists or in response to a request by staff, a Council Member, or a participating party, as set forth in Section 8.7 *Continuance of Agenda Items*, or a scheduling problem arises. If passed, the motion continues the item indefinitely or to the date and time set in the motion. If the motion does not contain a specific time, an additional motion is required to bring the item back to the City Council at a future meeting.

f. Call for the Question. A motion to call the question, also known as moving the previous question or limiting debate, stops further City Council deliberation, debate, and discussion on an item. It can be stated as stopping debate or discussion within a certain period of time, such as 15 minutes. If seconded, the presiding officer shall then call for a vote on the motion or motions pending before the City Council as provided for in Section 7.5 *Motion to Be Stated.*

14.5 Miscellaneous Motions and Appeals

14.5.1 Motion to Suspend the Rules of Procedure

A motion to suspend these Rules of Procedure is debatable and to the extent possible should be addressed to a specific rule. If the Rules of Procedure are suspended in their entirety, such a motion does not supersede law or the Livermore Municipal Code.

14.5.2 Motion to Reconsider

A motion to reconsider any action taken by the City Council may be made as follows: (1) The motion must be made by a Council Member who voted along with majority that voted for the original motion that passed, but the motion for reconsideration may be seconded by any Council Member; (2) The motion must be made either at the meeting at which the action to be reconsidered was taken, or, at the next regular meeting, provided appropriate due process is afforded to any participating parties; (3) The motion is debatable; (4) If any participating party has left the meeting, or if the motion comes at a subsequent meeting, the ultimate decision to be reconsidered must take place at a subsequent meeting so that the participating party is afforded an opportunity to observe and participate; and, (5) If the original hearing was a public hearing, a new notice of hearing must be given before the matter is reconsidered.

14.5.3 Council Member Appeal

Any Council Member may appeal any ruling by the presiding officer. If a Council Member so moves and the motion is seconded, after debate, the ruling of the presiding officer may be reversed by majority vote. If an appeal is taken, the question shall be, “Shall the decision of the presiding office be sustained?”

15. Action and Direction

15.1 Votes, General Rules

Unless otherwise provided, the City Council’s actions must be passed pursuant to a majority vote on a motion, and the motion may not be considered unless it is seconded. A simple majority vote by those Council Members present is necessary to pass a motion providing direction to staff or establishing administrative policy, however motions for the adoption of resolutions and ordinances require an affirmative vote of at least three Council Members to pass the motion as provided in Rule 17.4 *Majority Vote by Three City Council Members Required*.

Any Council Member may, before the “Nays” are called for, demand that a roll call vote be taken on the motion before the City Council. The presiding officer’s name shall be called last, preceded by the Vice Mayor, with other Council Members’ names called in alphabetical order by the City Clerk. Council Members shall not give explanations for their vote during roll call.

If a motion does not receive the necessary majority vote for passage, the presiding officer may solicit additional discussion and another motion for further deliberation and voting. If further discussion and deliberation does not result in a motion receiving a majority vote

necessary to pass a motion, the presiding officer may declare that "no action has been taken" and proceed with the remainder of the agenda. In the event of a tie vote, the procedures in Section 15.2 *Tie Votes*, shall control.

If a Council Member is present at the meeting but abstains from voting on a motion or is silent during the vote on the motion, then the rules in Section 15.3 *Abstentions and Silence* shall govern how the Council Member's silence or abstention is tabulated.

15.2 Tie Votes

Generally, a motion fails if there is a tie vote. After a tie vote, the presiding officer may solicit additional discussion and another motion in an attempt to break the tie. If the tie vote occurs during a Council Member absence, and the absent Council Member does not have a conflict of interest related to the item being voted on, the City Council may continue the item to a subsequent City Council meeting when the absent Council Member is expected to be present in an effort to resolve the tie. If the tie vote is not resolved, the motion shall fail and the presiding officer may declare that "no action has been taken" and proceed with the remainder of the agenda. However, if a decision is legally compelled under state law (such as the Permit Streamlining Act), the tie vote shall constitute a denial of the application, project, or appeal before the City Council and the decision shall be considered final.

15.3 Abstentions and Silence

The City Council discourages abstentions since abstentions without legal conflict may impede the City Council's business, for example by causing a tie vote. Abstentions also deprive Livermore residents of one vote of five and may diminish accountability of Council Members on items of legitimate concern. At the same time, it is not the City Council's intention to impede any individual Council Member's right to choose not to speak or vote on an item.

If any Council Member wishes to abstain from voting on a motion, the Council Member must announce the abstention when the item of business is first called for consideration and must not participate in the consideration of the item, in which case the Council Member's announcement of an abstention during the vote will be tabulated to reflect that the Council Member abstained from the vote.

If the Council Member does not announce an abstention when the item of business is first called for consideration, or the Council Member participates in the consideration of the item after announcing an intent to abstain, and the Council Member announces an abstention during the vote, then that Council Member's vote shall be tabulated in favor of the motion.

Silence of any Council Member shall be tabulated in favor of the motion since the silent Council Member is conceding to the motion and not registering a vote against the motion.

This rule is intended to expressly modify *Rosenberg's Rues of Order* for tabulating votes with regard to abstentions and silence by a Council Member.

15.4 Protests

Any Council Member shall have the right to enter into public record reasons for dissent, no vote, or protests against any motion carried by the majority.

15.5 Record Development

Council Members are encouraged to articulate their reasoning when casting a "no" vote, when a motion differs from the staff recommendation, and when a Council Member is unable to make the required findings for an item of business.

16. Advisory Bodies

16.1 Implementation of Municipal Code

16.1.1 Creation and Appointments

The City Council may create boards, commissions, or committees, herein after collectively referred to as City advisory bodies, to advise the City Council. [LMC Title 2]. It is recommended that newly formed City advisory bodies be limited to no more than 7 members due to the capacity of the recording system in the Mendenhall Room.

16.1.2 Appointments of Council Members to Regional Bodies; Appointments of Persons to City Advisory Bodies

The Mayor has the statutory authority, with the City Council's approval, to make all appointments of City Council Members to regional bodies that require an appointment from the City of Livermore. The Mayor also has the statutory authority, with the City Council's approval, to make all appointments of persons to City advisory bodies. [40605; LMC 2.04.020; 81 Cal.Ops.Atty.Gen. 75].

16.1.3 Eligibility of City Employees

While City employees are not precluded from serving on advisory boards, commissions, and committees, there is a potential for conflict. The City Council and any subcommittees to the City Council shall not make appointments that are potentially incompatible with City employment for any reason. For example, an appointment will be incompatible with City employment if:

a. An act of the advisory board, commission, or committee may later be subject directly to the control, inspection, review, audit, or enforcement of any other City officer or employee.

b. The time demands of the advisory board, commission, or committee would render performance of duties as a City employee less efficient.

16.1.4 Interviews of Members Eligible for Reappointment

As stated in Section 16.1.2 above, the Mayor has the statutory authority, with the City Council's approval, to make all appointments to City advisory bodies. The purpose of the standing City Council subcommittee identified in this section is to interview candidates who apply for a City advisory body and to then recommend candidates to the Mayor for appointment, with the City Council's approval.

Members of City boards, commissions, and committees who are eligible for and interested in reappointment shall be interviewed by the standing City Council subcommittee, along with any other applicants for the position. Membership on this standing City Council subcommittee shall rotate among the Council Members who will be appointed for staggered terms, if possible, to ensure that at least one Council Member has prior experience on the subcommittee. Based upon those interviews, the standing City Council subcommittee shall recommend nominees for appointment by the Mayor, with the City Council's approval. However, the entire City Council will interview Planning Commission applicants (including incumbents).

16.2 Direction to Advisory Boards, Commissions, and Committees

Within the scope of their duties and responsibilities established in Title 2 of the Livermore Municipal Code, or otherwise by the City Council, the boards, commissions, or committees, and standing City Council subcommittees (collectively referred to as "advisory bodies" or "advisory body" for the purposes of this section) created by the City Council are directed to:

1. Follow these rules of procedure for their meetings, with appropriate modifications to account for their individual structure including the number of members for the advisory body, the titles for their presiding officer and members, consistent with the restrictions set forth in subsection 3 below;

2. Follow *Rosenberg's Rules of Order* for parliamentary procedure as modified by these rules of procedure;

3. Conform their respective meeting rules to these rules of procedure to reflect the following restrictions hereby directed by the City Council:

    a. Advisory bodies shall not meet through electronic means;

    b. Advisory bodies may create ad hoc committees, but shall not create standing committees without prior City Council approval;

c. The staff liaison for each advisory body, with approval from the City Clerk, shall determine the preferred method of preparing action minutes for their advisory body meetings, with the exception of Planning Commission who will work with the City Clerk to determine the preferred method of preparing summary minutes for their meetings;

d. Staff attendance and agenda development will be determined by the staff liaison for the advisory body, or as directed by the City Council;

e. The City Clerk shall determine agenda format, software, and language for all advisory body meetings to ensure consistency and compliance with applicable laws and regulations;

f. Each advisory body, with input from the City Clerk and consistent with the uniform format provided by the City Clerk, may establish their own rules to specify the method for speakers to address the advisory body, including their speaker time limits, and the advisory body must then administer them uniformly;

g. The advisory body liaison, City Attorney or designee, and City Clerk must approve all advisory body agendas, notices, and cancellations; and,

h. Section 17 *Document Preparation and Approval for an Agenda* do not apply to advisory body agendas.

4. Coordinate with their assigned staff liaison and the liaison's Department Head to obtain the City Council's approval before beginning any self-initiated project that will require more than 8 hours of staff time to complete that year. However, advisory bodies may pursue self-initiated projects that can be accomplished utilizing the City resources currently allocated to the particular advisory body and that do not take resources away from that advisory body's anticipated work to fulfill its duties and responsibilities to the City Council.

16.3 Annual Reporting

1. Each of the following advisory bodies shall annually appoint one of their members to present a brief oral presentation to the City Council describing that particular advisory body's activities for the past year:

Airport Commission
Beautification Committee
Commission for the Arts
Historic Preservation Commission
Human Services Commission
Library Board of Trustees.

2. Other advisory bodies may provide written updates to the City Council as necessary or as directed by the City Council.

3. The City Clerk shall schedule the annual advisory body presentations and updates to the City Council in coordination with the staff liaisons to the advisory bodies.

17. Document Preparation and Approval for an Agenda

17.1 Ordinances

No ordinance shall be prepared for presentation to the City Council unless ordered by a majority vote of the City Council, prepared by the City Attorney on their own initiative or otherwise approved as to form by the City Attorney, or recommended by the City Manager and developed with the City Attorney's assistance. [36936; LMC 1.08.060.E and 2.12.030.A.1.d].

17.2 City Attorney Approval as to Form

All ordinances, resolutions, and contracts shall be approved as to form by the City Attorney, or their attorney designee, before being placed on the agenda. [LMC 2.12.030.A.1.d]. If the City Manager finds it necessary or expedient to place a contract on a City Council agenda for authority to execute it, but the contract is not yet in final form or has not been signed by the other parties, the City Council shall condition its authorization to execute the contract on: (a) the final contract being in substantially the same form as the one presented for the City Council's consideration with such changes as may directed by the City Council; and, (b) upon the City Attorney's approval of the final contract as to form. If the contract is substantially changed, then the contract must be placed on a subsequent agenda for the City Council's consideration.

17.3 Ordinance Introduction/Adoption

The City Council hereby establishes and directs that the reading of the title of a proposed ordinance is satisfied when the presiding officer calls the ordinance for consideration and announces the agenda description for the item. The staff report's recommended action for an ordinance will include its title and a statement that further reading of the full ordinance is waived. The Council motion to approve staff's recommended action will therefore reflect the waiver and that the full ordinance will not need to be read, unless a majority of the City Council present asks for a full reading. [36934]. For ordinances placed on the consent calendar for introduction and adoption, a motion by the City Council that moves staff's recommendation for the approval of the consent calendar shall mean the title of the ordinance was read by the maker of the motion.

17.4 Majority Vote by Three Council Members Required

An affirmative vote of at least three members of the City Council shall be necessary to adopt an ordinance and a resolution, and to approve a contract for the expenditure of funds. An urgency (emergency) ordinance must be adopted by at least four members of the City Council. [36936, 54954.2, 54956, 54956.5].

17.5 Ordinance Preservation

Following adoption of an ordinance, the City Clerk will assign a number to the ordinance, publish a summary, and post the full text according to law. The ordinance shall be filed and preserved in the City Clerk's Office.

17.6 Consent Calendar, Public Hearing, or Matters for Consideration

Ordinances not requiring a public hearing may be presented to the City Council for introduction and adoption on either the consent calendar or matters for consideration portion of the agenda. The City Attorney shall determine the placement of an ordinance on a City Council agenda in consultation with the Mayor and City Manager, or as directed by the City Council.

18. City Council Values and Norms, and Principles of Governance

The City Council has adopted *City Council Values and Norms* that guide their interactions among each other, and *Principles of Governance* that guide their interactions with staff and the community

19. City Council Policy for City Officials' Use of Electronic Communications and Social Media

The City Council has adopted a Policy for City Officials' Use of Electronic Communications and Social Media to guide utilization of social media and electronic communications by the City Council as well as the City's advisory body members and to help ensure compliance with the Brown Act and other relevant laws, legislation, and regulations.

Acknowledgement Form

I acknowledge that I have received a copy of the City of Livermore's City Council Meeting Rules of Procedure and understand that I am to read and comply with its contents.

City Official Name: _____

City Official Title: _____

Date: _____

Signature: _____

Attachments

Appendix A Preferred Procedures for Teleconferenced Hybrid Meetings

Appendix B Preferred Methods for Recording City Council Meetings

Appendix C Disruption Policy

PREFERRED PROCEDURES FOR TELECONFERENCE OR HYBRID MEETINGS AND PUBLIC ACCESS EXCEPTIONS

Pursuant to section 8.4.6 of the City Council Meeting Rules of Procedure, the City Council has identified the following procedures for teleconference or hybrid meetings:

Types of Teleconference Meetings

Various forms of teleconferencing are available to City Council Members to attend and participate in public meetings in accordance with the Ralph M Brown Act. [Government Code section 54593, 54953.8, 54953.8.1-54953.8.7.] City Council Members may teleconference in accordance with state law, including but not limited to, any of the following provisions:

Traditional teleconferencing [54953(b)(3)]

Teleconference as reasonable accommodation [54953(c)]

State of Emergency teleconferencing [54953.8.2]

Just Cause teleconferencing [54953.8.3]

A memorandum will be provided by the City Clerk to the teleconferencing City Council Member prior to the meeting, with complete instructions detailing the teleconference requirements. If using an audio call, the City Clerk and the teleconferencing Council Member will determine who will be responsible for initiating the call. For video calls, the Council Member will use the Video Conferencing Meeting link provided by the City Clerk.

Closed Session

- The call between the teleconferencing City Council Member and the location for the closed session meeting shall be initiated by either that City Council Member or a staff member, as established ahead of time.
- Closed Session teleconferencing will be conducted via telephone or video conferencing.
- Should the connection be “dropped” or if there is a poor connection, the Mayor shall allow a reasonable recess to provide appropriate time to re-establish the connection. The call originator is responsible for making the call to reconnect. The duration and number of recesses shall be at the discretion of the Mayor.

Open Session

- The teleconferencing City Council Member will join the meeting using the audio-visual platform and pre-established meeting link provided by the City Clerk. The platform and link will be used to project the City Council Member into the Civic Center Meeting Hall to participate in the meeting and display presentations to all participants.

- In the event of a disruption that prevents the City Council from broadcasting the meeting to members of the public using the call-in option or the internet-based service option, or in the event of a disruption within the City's control that prevents members of the public from offering public comments using the call-in option or internet baser service, the City Council shall follow the procedures set forth in the Technology Disruption Policy found in Appendix C of these Rules of Procedure.
- A script will be provided to the presiding officer~~Mayor (or presiding officer)~~ with cues to invite/include comments/discussion from the teleconferencing City Council Member. A roll call vote on each motion must be taken (Brown Act requirement).

Public Access Requirement Exceptions

City Council meetings shall include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform except if adequate telephonic or internet service is not operational at the meeting location. This requirement does not apply to a meeting that is held to do any of the following:

1. Attend a judicial or administrative proceeding
2. Inspect real or personal property
3. Meet with officials of US or State to discuss a legislative or regulatory issue
4. Meet in facility owned by agency to discuss items related to facility
5. Meet in emergency situation
6. Emergency meeting [54953.4(b)]

PREFERRED METHOD OF RECORDING CITY COUNCIL MEETINGS

Pursuant to section 8.11.3 of the City Council Meeting Rules of Procedure, the City Council has identified the following preferred methods of recording City Council meetings based upon the type of meeting and location, but the actual method used may change based upon City Council direction:

Regular City Council Meetings
Location: City Council Chamber
Minutes: Action minutes
Recorded: Video
Broadcast: Live – yes

Special City Council Meetings
Location: City Council Chamber
Minutes: Action minutes
Recorded: Video
Broadcast: No

Regular City Council Meetings/Special City Council Meetings
Location: Anywhere other than the City Council Chamber
Minutes: Audio minutes
Recorded: Audio (portable system)
Broadcast: No

Special City Council Meeting Workshops
Location: City Council Chamber
Minutes: Action minutes
Recorded: No

Special City Council Meeting Workshops
Location: Anywhere other than the City Council Chamber
Minutes: Action minutes
Recorded: No

Special Meeting – Planning Commission Interviews
Location: Anywhere
Minutes: Action minutes
Recorded: No

DISRUPTION OF TELEPHONIC OR INTERNET SERVICE DURING PUBLIC MEETINGS

1. Background

Senate Bill 707 (2025) amended the Brown Act to require eligible legislative bodies to adopt, on or before July 1, 2026, a policy addressing how the agency will respond to disruptions in telephonic or internet service that prevent members of the public from attending or observing a meeting remotely. This policy is adopted to comply with that requirement and to ensure continuity of public participation during technical disruptions.

2. Purpose

This policy establishes procedures for responding to a disruption in the telephonic or internet services that provide two-way remote public access to meetings of the City of Livermore City Council as required by the Brown Act (Gov. Code § 54953.4). The policy ensures transparency, public participation, and continuity of government during technology disruptions.

3. Definitions

For purposes of this policy:

- "Disruption" means any failure, outage, or other interruption that prevents members of the public from attending or observing the meeting via these remote access services.
- "Remote access services" means the two-way telephonic service and/or two-way audiovisual platform used to provide real-time remote public attendance and observation of meetings.

4. Applicability

This policy applies to all open and public meetings of the City of Livermore City Council at which remote public participation is offered or required under the Brown Act.

5. Procedures in the Event of a Service Disruption

5.1. Response to Service Disruption

If the Presiding Officer or the City Clerk becomes aware of a disruption to the agency's remote access services that prevents members of the public from attending or observing the meeting remotely:

1. The Presiding Officer shall immediately announce the disruption to the public.
2. The Presiding Officer may then call for a recess of the open session or convene the legislative body in closed session, consistent with the Brown Act.

3. Staff shall begin efforts to diagnose and restore the disrupted service.
4. The meeting shall remain in recess for at least one hour or until service is restored, whichever is sooner. The recess period may be extended if restoration efforts are ongoing.

5.2. Efforts to Restore Service

The agency shall make good faith efforts to restore remote access services, which may include:

- Troubleshooting platform or teleconferencing software
- Resetting or replacing audiovisual equipment
- Attempting alternative connection methods
- Contacting necessary support staff or service providers
- Switching to back-up equipment or platforms, if available

If the disruption is suspected to be a result of a cybersecurity incident or malicious activity, the City may temporarily suspend, isolate, or limit affected systems as necessary to protect City infrastructure, confidential information, and public-facing systems during restoration efforts.

The Clerk shall document the restoration efforts undertaken.

6. Reconvening the Open Session

6.1. Timing

The open session may be reconvened after at least one hour has elapsed from the time of disruption or as soon as service is restored, whichever occurs earlier.

6.2. If Service Is Restored

If the remote access service is restored before or at the time the meeting reconvenes, the meeting shall continue as normal.

6.3. If Service Is *Not* Restored

If service has not been restored after one hour, the City of Livermore City Council through the Presiding Officer may reconvene and:

1. Adjourn the meeting; or
2. Continue the meeting in open session by adopting, by roll call vote, the following, or a substantially similar, finding:

   “The City of Livermore has made good faith efforts to restore telephonic or internet service in accordance with its adopted policy, and the public interest in continuing the meeting outweighs the public interest in remote public access.”

Upon adoption of the finding, the legislative body may continue the open session despite the fact that remote access services have not been restored.

7. Recordkeeping

The Clerk shall enter a brief statement into the meeting record, including the following:

- The nature and time of the disruption
- The restoration efforts undertaken
- The time the meeting was reconvened (if applicable)
- Any finding adopted pursuant to Section 6.3

8. Review and Updates

This policy may be amended by the City of Livermore City Council at a noticed public meeting in open session, not on the consent calendar.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING AND ADOPTING MINOR REVISIONS TO THE CITY COUNCIL MEETING RULES OF PROCEDURE

The City Council has adopted Rules of Procedure for the orderly, consistent, and fair conduct of its meetings consistent with applicable law. These rules reflect the Council's accepted practices and balance the Council's policies inviting public comment with the need to manage its meetings effectively. The purpose of these rules is to promote public confidence in the City of Livermore's governance by establishing consistent expectations for the conduct of the people's business and the opportunities for public observation and participation. The City Council has also adopted procedures for teleconference meetings and for recording City Council meetings.

At its meeting on June 8, 2026, the City Council adopted revisions to the City Council Meeting Rules of Procedure to implement Senate Bill 707, including clarifying the process for public participation through remote access. These revisions were incorporated into the Rules of Procedure adopted by Resolution No. 2026-098.

Staff have since updated the City Council Meeting Agenda Instructions and the City's website to clarify the procedures for receiving public comment during Open Forum on non-agendized items. To ensure consistency across all public-facing information, staff recommend minor revisions to the City Council Meeting Rules of Procedure attached as Exhibit A to reflect established practices.

These clarifying revisions do not alter the policy direction previously adopted by the City Council and are intended to enhance consistency, transparency, and effective public participation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby adopts the City Council Meeting Rules of Procedure, attached hereto as Exhibit A, which supersede and replace the Rules adopted by Resolution No. 2026-098.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 13, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

Exhibit A – Rules of Procedure

CITY COUNCIL MEETING

RULES OF PROCEDURE

1. Authority

These rules of procedure are established for the effective and fair conduct of City Council meetings and to help promote public confidence in the integrity of local government. By adopting these rules, the City Council intends to balance a policy of full and free public action and debate with a need to manage its meetings effectively. [36813.[1]].

The rules also include expectations for appointments to the City's advisory bodies and their conduct consistent with these rules, and the Mayor's assignment of the Council Member's offices and seats on the dais.

2. Purpose

The purpose of these rules is to document the City Council's accepted practices and to clarify expectations by establishing guidelines for the orderly, consistent, and fair conduct of the City Council's business.

These rules of procedure are intended to help implement, but do not limit or supersede, the state and local laws that govern the requirements and responsibilities for the City Council's meetings. Those laws include, but are not limited to, the California Constitution, the Brown Act, the Political Reform Act, the Livermore Municipal Code, and the Livermore Development Code.

These rules of procedure are not intended to limit the inherent power or the general legal authority of the City Council, and failure to follow these rules will not invalidate a City Council action. [*City of Pasadena v. Paine, (1954) 126 Cal.App.2d 93].*

3. Rules of Parliamentary Procedure

The City Council has adopted *Rosenberg's Rules of Order, Revised 2011*, as its rules of parliamentary procedure. In the event of a conflict between *Rosenberg's Rules of Order* and these rules of procedure, these rules of procedure shall control.

4. Applicability

These rules of procedure apply to the preparation, posting, and distribution of the agendas for City Council meetings. They also relate to the orderly discussion of items and the City Council's voting procedures to take formal action or provide direction to staff. Lastly, they relate to respective powers for the Mayor and Council Members.

[1] All citations are to the California Government Code unless otherwise noted.

5. Presiding Officer

The Mayor is the presiding officer for each meeting of the City Council that the Mayor attends. In the Mayor's absence, the Vice Mayor shall be the presiding officer for the meeting when the Vice Mayor is present. In the absence of both the Mayor and the Vice Mayor, the Council Members present at the meeting shall select a presiding officer for that meeting. [36802].

6. Mayoral Duties and Responsibilities

The Mayor is directly elected at-large for a two-year term in November of each even-numbered year. The Mayor is a member of the City Council and has all the powers of a Council Member, except when exercising their unique mayoral duties. The Mayor enjoys, and shall not be deprived of, any rights and privileges as a Council Member. Additionally, the Mayor shall have all the powers and duties of an elective Mayor as provided by statute. [34903, 36803; LMC 2.04.020; 81 Ops.Cal.Atty.Gen. 75 (1998)].

6.1 Appointment of Vice Mayor and Vice Mayor Duties and Responsibilities

The City Council has the statutory power to appoint a Council Member as mayor pro tempore, which position is titled Vice Mayor in Livermore. [34905, 36801].

The Vice Mayor shall be selected for a one-year term and shall be selected at the meeting certifying the election results in each even-numbered year and in December of each odd-numbered year. The Vice Mayor shall have all the powers and duties, including regional board and commission meeting assignments, of a mayor pro tempore as provided by statute. The Council Member selected as Vice Mayor typically rotates among the Council Members. By way of these rules, the City Council invites the Mayor to make the initial nomination of a Council Member for selection and appointment as Vice Mayor at the times designated herein.

If the Mayor is absent or unable to act, the Vice Mayor shall then serve for the Mayor, and shall have all of the powers and duties of the Mayor until such time as the Mayor returns or is again able to act. [34905, 36801].

6.2 Reserved

6.3 Seats on the Dais

The Mayor shall sit at the center of the meeting room dais for all City Council meetings. If the Mayor is absent, the presiding officer shall sit at the center of the dais.

In December of each year, the Mayor shall assign the seats for the Vice Mayor and the Council Members on the dais. The Mayor should ask Council Members if they have any special needs that should be accommodated before making the assignments.

6.4 Council Member Rooms

The Mayor shall have use of office 216 at City Hall, or such other designation as that office may be given.

In December of each even-numbered year, the Mayor shall assign the use of rooms 218, 219, 220, and 222, or such other designation as those rooms may be given, to the Vice Mayor and the Council Members. Once assigned for use, each Council Member has the right to stay in a room they are occupying. The Mayor and each Council Member shall vacate their assigned rooms within two weeks of the date their respective terms of office expire.

7. Presiding Officer to Conduct Meetings

The presiding officer is responsible for conducting City Council meetings as follows:

7.1 Call to Order

The presiding officer shall call the meeting to order at the appointed time. If both the Mayor and the Vice Mayor are absent, then the City Clerk shall call the meeting to order and the Council Members present shall then select a presiding officer for that meeting who shall have the duties and responsibilities set forth in Section 5 *Presiding Officer* and this section for conducting the meeting.

7.2 Preservation of Order

The presiding officer shall preserve strict order and decorum, and shall discourage personal, verbal attacks on Council Members, staff, and/or the public, but shall not prohibit criticisms of the policies, procedures, programs, or services of the City, or of the acts or omissions of the City Council or members of the City staff. The presiding officer shall confine debate to the item under discussion. [36813, 38638, 54954.3, 54957.9].

7.3 Questions of Parliamentary Procedure

The presiding officer shall determine all questions of parliamentary procedure in consultation with the City Attorney and City Manager.

7.4 Reordering of Agenda

The presiding officer may reorder the items on the agenda for a noticed meeting to accommodate members of the public who wish to speak on an agenda item that would otherwise be considered by the City Council later in the meeting. The presiding officer shall announce the reorder prior to calling members of the public to speak during open forum.

7.5 Motion to Be Stated

The presiding officer shall state all motions submitted for a vote by the City Council, announce the result of the vote, and identify the no votes and any Council Members that abstained or recused themselves from the vote. A roll call vote shall be taken for all teleconferenced and hybrid meetings, and may also be taken at any meeting upon the request of any Council Member. No action shall be taken by secret ballot, but electronic tabulation may be used to record and report roll call votes. [54953(b)(2) and 54953.8.

8. General Rules – City Council Meetings

The City Council endorses, and agrees to comply with, the Brown Act. In the event of a conflict between the Brown Act and these rules of procedure, the Brown Act shall control. [54950 *et seq*., 54953].

City Council meetings shall be open to the public, but the public shall be excluded from closed sessions as authorized by state law. [54953(a), 54957].

City Council meetings, except for closed sessions, shall be open to the media. The media shall be excluded from closed sessions as authorized by state law. [54953, 54953.5, 54957, 54957.9].

City Council meetings may be recorded by the public and the media, provided such recordings do not interfere with the orderly conduct of the meetings and do not constitute a persistent disruption of the proceedings.

City Council meetings shall include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform unless an exception under state law applies. See Appendix A to these Rules of Procedure for exceptions to this requirement.

8.1 City Council Meeting Schedule

Each July, the City Council shall approve and thereafter follow an annual calendar for its regular meetings in the upcoming year. The annual calendar shall also identify dates for anticipated special meeting workshops. [36805]. When scheduling meeting dates, care should be taken to avoid conflicts with national holidays or dates that would preclude participation by members of the public due to religious or other observances.

8.2 Quorum

The presence of three Council Members shall constitute a quorum of the City Council necessary to transact business at a meeting. In the event a quorum is not in attendance, those attending the meeting will be named in the minutes, and they shall adjourn the meeting to a set date, time, and location. If all Council Members are absent, the City Clerk shall adjourn the meeting to a set date, time, and location. [36810, 36811].

8.3 Absences

8.3.1 Absence and Compelling Attendance

Council Members who are unable to attend a City Council meeting must request that the Mayor recognize the absence as excused. The purpose of an excused absence is not to relieve Council Members of their responsibility to be present, but is intended to provide the Mayor with an opportunity to ensure an absence is reasonable and to impress upon the Council Member, where necessary, the importance of regular attendance. The minutes shall note whether a Council Member's absence is excused. If a Council Member is repeatedly absent, the City Council may adjourn from day-to-day to compel the absent Council Member's attendance under the penalties prescribed by State law. [36513, 36810, 36813].

8.3.2 Absentee Participation

If a Council Member wants to participate remotely in a meeting, the appropriate way to participate is through a teleconferenced or hybrid meeting as provided for in Section 8.4.6 *Teleconferenced and Hybrid Meetings*. Absent Council Members are discouraged from communicating their opinions on agenda items to staff or other Council Members to present at the Council Meeting on behalf of the absent Council Member.

8.4 Types of Meetings

8.4.1 Regular Meetings

The City Council shall meet in the City Council Chamber in the Civic Center Meeting Hall for all regular City Council meetings. The regular meetings shall begin at 7:00 p.m. on the second and fourth Monday of each month, unless otherwise specified by posted notice. If the meeting date falls on a legal holiday, the City Council shall meet at a date and time designated by the City Council. Regular meetings with closed session items may begin between 5:00 p.m. and 7:00 p.m. depending upon the number and complexity of the matters to be discussed. [36805, 54954; LMC 2.06.030].

8.4.2 Special Meetings

Special meetings may be called by the Mayor, the City Manager, the City Attorney, or by a majority of Council Members consistent with applicable laws. The call and notice for a special meeting must specify the items to be considered and the date, time, and location for the meeting. [36807, 54956(a)].

The City Council may take final action at a special meeting that is not a workshop.

8.4.3 Special Meeting Workshops

The City Council may meet in special meetings designated as workshops that are called by the Mayor, the City Manager, or by a majority of Council Members consistent with applicable law. Workshops are special meetings intended for training purposes such as ethics training, sexual harassment prevention and education, and specific technical subjects such as land use. Special meeting workshops are also intended for the City Council to work with staff to develop administrative items such as the budget, for the City Council to receive public input on matters of community wide concern, and for similar activities.

Workshops are open to the public and are meetings for purposes of the Brown Act. The City Council may provide direction, but unlike other special meetings the City Council may not take a final action at a workshop. [54956].

8.4.4 Closed Session Meetings

Closed sessions may only be held as authorized by state law and shall be held in accordance with the provisions of the Brown Act. The closed sessions may precede or follow a regular meeting or be called as a special meeting. In addition to the provisions in Section 8.4.2 *Special Meetings*, the City Attorney or City Manager may call and notice closed session meetings as special meetings. [54954.5, 54956.5, 54956.7-54957.1, 54962].

After meeting in closed session, the City Council shall reconvene in open session and make a public report, either orally or in writing, of any reportable action taken in the closed session and the related vote tabulation. [54957.1, 54957.7].

Closed session matters should be managed within the expected time limits for all items. Lengthy closed session matters should be scheduled at the end of a Council Meeting or as a separate special meeting. If a closed session is scheduled before the start of a regular Council meeting, it should conclude no later than 10 minutes before the start time for the regular Council meeting. When necessary, if a closed session precedes a regular meeting but is not concluded, then it may be reconvened at the conclusion of that regular Council meeting, but that should be avoided when possible.

8.4.5 Concurrent and Joint Meetings

The City Council may concurrently convene the meetings for the City Council and any other legislative body comprised of the Council Members. [54952.3].

Joint meetings of the City Council and any other legislative body or bodies shall be noticed as a meeting for each body.

8.4.6 Teleconference or Hybrid Meetings

The City Council may meet from different locations connected by electronic means consistent with the provisions of the Brown Act effective at the time of the scheduled meeting. When scheduling a teleconference or hybrid meeting, the City Clerk should consult with the City Attorney to identify the applicable notice, conduct, and participation requirements for the meeting. The preferred procedures for teleconference or hybrid meetings are set forth in Appendix A. [54953(b)(c), 54953.8, 54953.8.3].

8.4.7 Adjourned Meetings, and Adjourned Regular Meetings

Any meeting of the City Council may be adjourned to a later date, time, and location, and the notice of adjournment shall be posted within 24 hours on or near the door of the place where the adjourned meeting was held. However, if the adjourned meeting is to reconvene less than 24 hours after adjournment, then a copy of the order or notice of the continuance shall be posted immediately following the meeting. [36809, 54955].

The Mayor, presiding officer, City Manager, or majority of Council Members may call for an adjourned regular meeting in consultation with the City Attorney to conduct a regular meeting on a date other than on a regular meeting date on the City Council's annual calendar. [54955]

8.4.8 Emergency Meetings

As provided in the California Government Code, if at least three Council Members determine that a catastrophic event has caused an emergency situation to exist as defined by law, then the City Council may immediately hold an emergency meeting without complying with the usual notice requirements for regular and special meetings. [54956 and 54956.5]. This rule in no way limits the powers and responsibilities set forth in Livermore Municipal Code Chapter 2.56 *Emergency Organization* for the Livermore emergency services council and for the director of emergency services.

8.4.9 City Council Committees

The City Council may create standing and ad hoc City Council subcommittees, which creation shall occur at a duly noticed Council Meeting.

Care should be taken to not overburden staff, and therefore, City Council subcommittees should only be created in consultation with the City Manager and the City Attorney. City Council subcommittees should be created judiciously. Staff support shall only be provided to those City Council committees duly created as set forth in these rules.

Ad hoc City Council subcommittees are intended to be useful and efficient vehicles for less than a quorum of Council Members, with appropriate support staff, to

explore and develop items for placement on a duly noticed City Council meeting agenda for the City Council to discuss and then provide direction or take action.

City Council standing subcommittees comprised of less than a quorum of the City Council and that have continuing subject matter jurisdiction or a fixed meeting schedule established by the City Council, shall comply with the Brown Act and follow these rules of procedure. [54952(b)].

Ad hoc City Council subcommittees comprised solely of less than a quorum of the City Council and that are limited to both a defined task and a duration that is less than one year, are not subject to the Brown Act and are not required to follow these rules of procedure. [54952(b); *Frazer v. Dixon Unified School District*, (1993) 18 Cal.App.4th 781].

Any City Council subcommittees comprised of less than a quorum of the City Council and have other persons as members, shall comply with the Brown Act and follow these rules of procedure. [54952(b); *Joiner v. City of Sebastopol*, (1981) 125 Cal.App.3d 799].

The City Manager shall keep a record of all standing and ad hoc City Council subcommittees that reflects the committee's creation date, composition, task, duration, and sunset date. The City Manager shall advise the City Council at a duly noticed Council Meeting of any ad hoc subcommittee that has not sunset within one year of its creation so that the City Council can consider whether to terminate the ad hoc subcommittee or reconstitute it as a standing committee.

8.5 Notice and Agenda Posting

The City Clerk shall post the notices and agendas for each City Council meeting in the kiosk in front of the Civic Center Meeting Hall, on the City's website, the Civic Center Library and at all other locations within the City where the meeting will be held.

When state law requires that the City provide a means by which the public may remotely hear and visually observe a meeting, and remotely address the City Council, the agenda shall include a description of how members of the public may access the meeting and offer public comment. [54953.8(b)(2)]

Any requirement to post notices and agendas at a remote teleconferenced or hybrid meeting location outside the City's jurisdiction shall be the responsibility of the Council Member attending the meeting from that location. [54954.2].

8.5.1 Regular Meetings

It is the City Council's goal that the agendas for regular meetings should be posted at least 6 days before the meeting dates, but in no event shall the agenda for a regular meeting be posted less than 72 hours before the meeting date. [54954.2].

8.5.2 Special Meetings and Workshops

Notice of the call for a special meeting must be delivered and received by each Council Member and the media at least 24 hours before the special meeting, and must be posted at least 24 hours before the special meeting date. To the extent possible, it is the City Council's goal that the notice and agendas for special meeting workshops should be posted at least 6 days before the meeting dates, and in no event shall the notice and agenda for a workshop be posted less than 24 hours before the meeting date. [54956].

8.6 Actions Limited to Posted Agendas

The City Council shall not discuss or take action on any item of business not appearing on the posted notice or agenda for a duly noticed Council meeting. However, as permitted by the Brown Act, Council Members and staff may briefly respond to statements made or questions posed by the City Council or by members of the public addressing the City Council. City Council members should refrain from rejoinders to perceived derogatory or repugnant public comments during council meetings. Council Members may ask a question of City staff or a speaker for clarification, make a brief announcement, or make a brief report on their own activities.

Similar to section 8.4.8 *Emergency Meetings,* upon determination by three Council Members that an emergency situation exists as required by law, or upon a determination by four Council Members (or all members present if less than four are in attendance) that there is a need for immediate action that came to the City's attention after the meeting agenda was posted, the agenda may be amended as provided by law to add an item for consideration and action. [54954.2, 54956, 54956.5].

8.7 Continuance of Agenda Items

Items listed on a posted agenda should not be continued or postponed absent good cause.

8.7.1 Discovery of Good Cause Before an Item is Considered

If good cause to continue an item is discovered by City staff after a notice or agenda is posted but before the meeting commences, then after calling the meeting to order the presiding officer shall identify the item and announce that it has been continued.

8.7.2 Good Cause to Continue During Consideration

Once an item has been taken up for consideration, City staff, a Council Member, or a participating party as defined in Section 10.6.3 *Participating Parties* may request a continuance of the item. The item may only be continued following a majority vote of the Council Members present.

8.7.3 Public Comment for a Continued Item

If the opportunity for the public to address the City Council has concluded, or the public hearing portion of an item was formally closed, and the item was returned to the City Council for deliberation before it was continued, then the opportunity for public comment on the item will not be reopened absent a motion by the City Council. [54955].

8.8 Consideration of items after 11:00 p.m.

8.8.1 Canvass and Reorder

At 10:30 p.m., or as soon thereafter as practical, the presiding officer shall canvass staff and Council Members present to identify the remaining agenda items for consideration. The presiding officer will then identify what items will be considered or continued, and in what order. Once the presiding officer outlines the balance of the agenda, it may not be amended absent an appeal by a Council Member.

If the City Manager, Mayor, presiding officer, or a City Council Member believes the duly noticed agenda for a Council meeting is not likely to be completed in one day, then the City Clerk shall poll the Mayor and Council Members in advance of the meeting to determine their availability to reconvene later that same week. To accommodate members of the public so they do not have to rearrange their schedules, to the extent possible, the public comment period for an item that was started should be completed before the continuance of an item.

8.8.2. No New Items Considered after 11:00 p.m.

The City Council shall not begin consideration of any items on an agenda after 11:00 p.m., but may complete their consideration of an item that was commenced prior to 11:00 p.m.

8.8.3 Exceptions

The City Council may commence consideration of an item after 11:00 under the following circumstances:

a. An item is subject to a legal deadline, such as a project application subject to the Permit Streamlining Act; or,

b. The City Council votes to allow consideration of the item after 11:00 p.m.

8.9 Breaks.

The presiding officer shall provide for a 10-minute break after approximately every two hours of meeting time. The break should be called at a convenient point in the proceedings closest to the two-hour mark. Council Members may request breaks at other

times as needed. Council Members and staff are expected to return promptly at the designated time to resume the meeting.

8.10 Points of Order, Privilege, and Personal Privilege

A Council Member may ask for a point of order, at which time the presiding officer will ask for an explanation. Appropriate points of order relate to matters that a Council Member considers inappropriate conduct for the meeting, such as the failure to observe these Rules of Procedure, the City Council's Values and Norms, or the rules of parliamentary procedure.

A Council Member may seek a point of privilege. If so, the presiding officer shall ask for an explanation of the Council Member's point. Points of privilege generally relate to matters that interfere with a normal flow or comfort of the City Council's meeting, such as the inability to hear testimony because of disruption.

A Council Member may ask for a point of personal privilege when the integrity, character, or motives of the Council Member are called into question by a speaker, or where the welfare of the City Council is concerned.

If a speaker is interrupted by a point of order, privilege, or personal privilege, the remainder of a speaker's time will be preserved by the City Clerk until the point is resolved.

8.11 Minutes

8.11.1. All Proceedings Recorded

An account of all open meetings of the City Council shall be recorded, and action minutes prepared, by the City Clerk. [36814, 40801]. After the City Council approves the meeting minutes, the City Clerk shall enter them into official minute books of the City Council. The City Attorney may prepare attorney work product notes for closed session meetings attended. [36814].

8.11.2 Approval

The minutes for a City Council meeting shall be reviewed and approved as set forth in this section.

a. The City Council shall approve minutes for a regular meeting, special meeting, and special meeting workshops, except that City Council approval is not required for the City Attorney's closed session attorney work-product notes.

b. A Council Member may not approve the minutes for any City Council meeting that the Council Member did not attend, unless the Council Member observed the meeting or reviewed a video or audio recording prepared for that meeting. Also, a Council Member may not approve the minutes for a meeting that they were not eligible to attend as a Council Member. The minutes may be approved

by a majority of the remaining eligible Council Members, or by a lone eligible Council Member.

c. If no Council Members are eligible to approve the minutes for a City Council meeting, then the City Clerk shall attest to the accuracy of the meeting minutes and enter them into official minute books of the City Council.

8.11.3 Preferred Method of Recordation and Minutes

City Council meetings may be recorded by electronic means. The preferred methods for recording City Council meetings are set forth in Appendix B. [54953].

8.12 Staff Attendance

8.12.1 City Manager

The City Manager shall attend all City Council meetings unless excused by the Mayor, and the City Manager's designee attends. [LMC 2.08.060.F]. The City Manager may make recommendations and shall have the right to take part in all discussions of the City Council, but shall have no vote.

8.12.2 City Attorney

The City Attorney shall attend all City Council meetings unless excused by the Mayor, and an Assistant City Attorney attends. Upon the City Council's request, the City Attorney shall provide opinions and recommendations, either written or oral, on questions of law and procedure.

8.12.3 City Clerk

The City Clerk shall attend all City Council meetings unless excused by the City Manager, and in their absence, the City Clerk's designee shall attend. The City Clerk shall record, prepare, and maintain the official record of the City Council's proceedings and perform other related duties as may be prescribed by the City Council and the City Manager. [36814, 40801].

8.12.4 Department Heads/Employees

Department Heads and employees shall attend City Council meetings as directed by the City Manager. The City Manager and City Attorney are encouraged to minimize the number of employees and consultants attending the meetings in-person.

8.12.5 Sergeant-at-Arms

A Sergeant-at-Arms, who shall typically be a sworn member of the City's Police Department, shall attend City Council meetings as directed by the City Manager. [38638].

8.13 Meetings That Are Not Subject to the Brown Act

As provided by the Brown Act, a quorum of the City Council may attend conferences and similar gatherings, open community meetings organized by a person or organization other than the City Council, open and noticed meetings of another legislative body other than a City advisory body, and social and ceremonial gatherings without complying with the notice and agenda requirements in these rules of procedure, provided that the Council Members do not discuss among themselves business of a specific nature that is within the City's subject matter jurisdiction. [54952.2(c)(3)-(5)].

Meetings of an ad hoc City Council subcommittee are not subject to these rules of procedure unless the City Council expressly states that the subcommittee shall follow these rules. [54952].

Briefings of less than a quorum of the City Council are not subject to these rules of procedure provided the briefings comply with the Brown Act. [54952.2; *Wolfe v. City of Fremont*, (2006) 114 Cal.App.4th 533].

9. Agenda Development

The City Manager is responsible for preparing the City Council's meeting agenda to present items requiring direction or action by the City Council. Items may also be placed on an agenda for City Council consideration in the following ways: by direction of a duly created City Council subcommittee with the City Manager's concurrence; by direction of the City Attorney in consultation with the City Manager; by direction of a majority of Council Members during the matters initiated portion of the agenda to place an item on a future agenda; and under any processes set forth by statute or ordinance that requires City Council action, including City Council consideration of land use matters, appeals, and other matters as set forth in the Livermore Municipal Code and the Livermore Development Code.

The agenda shall contain a brief general description of each item of business to be transacted or discussed, including any items to be discussed in closed session. [54954.2, 54954.5].

10. Order of Business – Regular Meetings

The usual order of business for regular meetings shall be as follows:

10.1 Call to Order

This portion of the agenda is for roll call, the pledge of allegiance, and the reporting out from any closed session items that may have occurred prior to the meeting.

10.2 Proclamations and Presentations

This portion of the agenda is for City proclamations to recognize significant community events, people, or days. The presiding officer shall read and present, or designate a

Council Member to read and present, the proclamations. The City Manager, or their designee, may develop a policy regarding proclamations as a guide. It is also for City advisory bodies to make brief presentations to the City Council on their activities. As authorized by the presiding officer or the City Manager, this portion of the agenda may be also be used to accommodate requests from other local, regional, or state legislative bodies and elected officials wishing to make brief presentations to the City Council concerning activities of interest to the City.

These are ceremonial matters and not action items by the City Council. While the preference is for proclamations to be included in the posted agenda, the desire to recognize a significant community event, person, or day may arise or be discovered after an agenda is posted. In that case, the presiding officer may make additional proclamations at a City Council meeting so long as they do not unduly interfere with the City Council's business.

The public does not have the right to address the City Council during this portion of the agenda. [54954.3(a); *Coalition of Labor, Agriculture & Business v. County of Santa Barbara Bd. of Supervisors, (2005) 129 Cal.App.4th 205].*

10.3 Confirmation of Advisory Body Appointments

This portion of the agenda is for City Council confirmation of appointments to advisory bodies and to administer the oath of office to advisory body members. The public has the right to address the City Council during this portion of the agenda.

10.4 Open Forum

This portion of the agenda is for any member of the public attending in person or participating remotely to address the City Council on any item of interest to the public that is within the City Council's subject matter jurisdiction. However, to prepare and preserve a proper administrative record, public comments concerning an item listed elsewhere on the agenda should be reserved and addressed to the City Council when that item is called for consideration.

Open forum for in-person speakers shall be permitted for up to 30 minutes, usually before the consent calendar. If there are additional in-person speakers who wish to speak at the conclusion of the 30-minute time period, or any speakers participating remotely, then the presiding officer shall reconvene the open forum at the conclusion of the matters for consideration portion of the agenda unless the presiding officer announces that open forum is reordered to a different place on the agenda.

The procedures for public comments during open forum are set forth in Section 12 *Speaker's Rights*.

10.5 Consent Calendar

The consent calendar portion of the agenda is for routine items that are not expected to require City Council discussion. Examples of items for the consent calendar include the

approval of minutes, resolutions confirming actions from a previous meeting, the introduction and adoption of ordinances, the processing of administrative items such as the approval of contracts and delegation of authority to execute them on behalf of the City, the acceptance of public improvements, and other routine items requiring City Council approval by ordinance, resolution, or law. Any Council Member may pull an item for separate discussion. Members of the public may address the City Council on consent calendar items by following the procedures set forth in Section 12 *Speaker's Rights*.

The items on the consent calendar are generally approved by the City Council by a single motion, but separate motions may be appropriate to accommodate a conflict of interest, an absence, or other Council Member interests.

10.6 Public Hearings

The public hearing portion of the agenda is reserved for items that require, by statute, ordinance, or practice, a noticed public hearing for action. The public hearing items shall be noticed as required by law. [6060].

The procedures for public hearings are as follows:

10.6.1 Introduction

The presiding officer shall call each item for hearing and consideration. If there are related public hearing items, the presiding officer has the discretion to concurrently call the related items for hearing and consideration.

10.6.2 Staff Presentation

A member of City staff will then:

a. Introduce themselves and the item by identifying the report and other written material included in the agenda packet for the City Council's consideration, as well as any written comments received from the public.

b. Identify any supplemental written materials that have been provided to the City Council for consideration, which were received or prepared for the item after the meeting agenda was published.

c. Identify any other staff members or consultants that will be part of the staff presentation or are otherwise present and available for City Council questions.

d. State whether the applicant is present and whether the applicant intends to make a presentation to the City Council.

e. Make an oral report, unless waived by the City Council.

f. Identify any elements or findings required to approve the item of business, and the facts or information supporting those elements or findings.

10.6.3 Participating Parties

Following the staff presentation, the applicant, appellant, and other named participant in the item that is party to an agenda item (collectively "participating parties") may address the City Council. Participating parties shall address the City Council following the procedures set forth in Section 12 *Speaker's Rights*.

After the presiding officer determines that no other participating parties wish to address the City Council on the hearing item, the presiding officer will open the public hearing.

10.6.4 Opening and Closing the Public Hearing

The purpose of the public hearing is to provide members of the public who attend in person or participate remotely with an opportunity to address the City Council concerning the hearing item, as well as to express their support or opposition of the item. The presiding officer will formally announce the opening of the public hearing and invite members of the public to address the City Council on the hearing item. Public speakers shall address the City Council following the procedures set forth in Section 12 *Speaker's Rights*.

After the presiding officer determines that no other member of the public wishes to address the City Council on the hearing item, the presiding officer will formally close the public hearing and return the item to the City Council for City Council questions and comments.

10.6.5 City Council Questions or Comments

Following the staff presentation, comments by the participating parties, and public comments during the public hearing, if any, the City Council may ask questions of City staff, consultants, and participating parties, or make comments on the item.

10.6.6 City Council Deliberation

Following City Council questions and comments, the presiding officer will invite the Council Members to discuss the item to develop concurrence for a motion. Council Members may continue to ask questions of staff, consultants, and the participating parties as part of their deliberations. The procedures for City Council deliberation are set forth in Section 13 *City Council Deliberation.*

10.6.7. City Council Action

After City Council deliberation, the presiding officer shall call for a motion and a second as set forth in Section 14 *Motions*, and the City Council may make such motions as set forth in that section.

If the motion seconded for consideration is substantially different than the recommended action in the published staff report, the presiding officer may, but is not required, to invite public comments on the motion. If the invitation is extended, then speakers will be limited to either one minute to comment on the motion or such other time specified by the presiding officer. The City Council has discretion to debate the decision by the presiding officer whether or not to hear further comment. If invited, public speakers shall address the City Council following the procedures set forth in Section 12 *Speaker's Rights*.

10.7 Matters for Consideration

This portion of the agenda is for items of business that require City Council action or direction, the receipt of reports, or that would benefit from City Council discussion that do not also require a public hearing. Generally, the procedures for this portion of the agenda follow the same procedures found in Section 10.6 *Public Hearings*, except that the public hearing is replaced by the opportunity for the public to comment after the staff presentation.

Prior to deliberating on matters for consideration, the City Council shall receive public comment as provided for in Section 12 *Speaker's Rights*. After receiving public comment, the City Council shall deliberate as set forth in Section 13 *City Council Deliberation* and shall receive the report, take action, or provide direction as set forth in Section 14 *Motions*.

10.8 City Council Reports and Matters Initiated by Staff and City Council

This portion of the agenda is for:

1. Each member of the City Council to provide brief reports on any intergovernmental agency meetings, conferences, community meetings, meetings of other legislative bodies, or other events of interest to the community. For efficiency and completeness, each Council Member should use the activity reporting spreadsheet and submit their reports to the City Clerk by the deadline set by the City Clerk on the day of the Council meeting so the report can be included in the supplemental materials distributed in advance of the meeting. Council members are encouraged to highlight in their oral presentations only those events of most interest to the community. Items listed in the written City Council Reports are not included in the meeting minutes, even if highlighted during the Council Member's oral comments. These items are considered part of the official record via the supplemental packet. If a Council Member shares information during the meeting that is not included in their written report, that information will be captured in the meeting minutes. To the extent practical, Council members should report on significant decisions being considered by the regional boards, commissions, and committees to which they have been appointed for the City. For those events that the Council Member attended at the City's expense, it is the City Council's preference to satisfy the expense reporting requirement by submitting a written report of the activities attended. [53232.2(d)];

2. The City Manager, City Attorney, and City staff to provide information of community interest to the City Council and to seek direction from the City Council concerning items to be included on future agendas;

3. The City Council to provide guidance and direction to staff concerning items to be included on future agendas and information to be provided in response to questions raised during open forum;

4. The City Council to request a matters initiated for staff to provide information, perform studies, or undertake other administrative functions or to develop information for Council action at a future meeting. Before requesting a matters initiated, the initiating Council Member is expected to confirm with the City Manager that there is adequate staff resource capacity to address the request, and the City Attorney to the extent the matter involves legal review. If the requested action is routine in nature, the City Manager will direct staff to proceed. However, if the request cannot be accomplished within the approved budget or City Council priorities, or will involve substantial staff resources, the City Manager will report to the City Council at a subsequent City Council meeting and request further direction. At that time, the consensus of a majority of the City Council will be required to proceed.

Members of the public do not have the right to address the City Council during this portion of the agenda. [54954.3(a); *Coalition of Labor, Agriculture & Business v. County of Santa Barbara Bd. of Supervisors, (2005) 129 Cal.App.4th 205].*

10.9 Adjournment

This portion of the agenda is for the presiding officer to adjourn the City Council meeting at the conclusion of business and announce its next meeting. The meeting may be adjourned to a regular meeting, special meeting, special meeting workshop, adjourned regular meeting, or adjourned special meeting. The presiding officer may adjourn the meeting in honor of a distinguished Livermore resident or other person of community interest that has passed away.

Members of the public do not have the right to address the City Council during this portion of the agenda. [54954.3(a); *Coalition of Labor, Agriculture & Business v. County of Santa Barbara Bd. of Supervisors, (2005) 129 Cal.App.4th 205].*

The presiding officer may simply adjourn the meeting after the conclusion of the business items, however, adjournment at any other point in the meeting other than after the conclusion of the business items on an agenda will require a formal motion by the City Council.

11. Order of Business – Special Meetings and Workshops

No matters except those specified in the notice and agenda for a special meeting or special meeting workshop may be discussed at those meetings.

The usual order of business for special meetings and workshops shall be as follows:

11.1. Call to Order

This portion of the agenda is the same as it is for a regular meeting.

11.2. Public Comment

The purpose of this portion of the agenda is to provide the public with the opportunity to address the City Council on only those items listed in the posted notice and agenda for the special meeting or workshop. Public comment shall be received immediately after the staff presentation, if any.

Public speakers shall address the City Council following the procedures set forth in Section 12 *Speaker's Rights*.

However, unlike a regular meeting, the agendas for special meetings and workshops will not include an open forum for the public to address the City Council on any item of interest to the public that is within the City Council's subject matter jurisdiction, unless that opportunity is expressly included in the agenda.

11.3 Special Meeting Item and Workshop Item

Generally, the procedures for this portion of the agenda follow the procedures in Section 10.6.1 *Introduction,* 10.6.2 *Staff Presentation*, 10.6.5 *City Council Questions and Comments,* and 10.6.6 *City Council Deliberation.* The City Council may take a final action at a special meeting, but not at a workshop, as set forth in Section 8.4.2 *Special Meetings* and Section 8.4.3 *Special Meeting Workshops*

11.4 Adjournment

This portion of the agenda is the same as it is for a regular meeting.

12. Speaker's Rights

A City Council meeting is a limited public forum. [78 Ops.Cal.Atty.Gen. 224 (1995); *Kindt v. Santa Monica Rent Control Bd. (9th Cir. 1995) 67 F.3d 266; White v. City of Norwalk, (9th Cir. 1990) 900 F.2d 1421; Leventhal v. Vista Unified School District (SD Cal. 1997) 973 F.Supp. 951*]. Members of the public have the right to address the City Council and to attend its meetings, except for closed sessions and other meetings that permit the public to be excluded as a matter of law. During the open forum portion of a regular meeting agenda, members of the public have a right to address the City Council on any item of interest to the public that is within the City Council's subject matter jurisdiction. Members of the public also have the right to address the City Council before the City Council considers or takes action on an item on any regular meeting agenda, except for items properly listed or considered in the *Call to Order*, *Proclamations and Presentations, City Council Reports and Matters Initiated by Staff and City Council*, and the *Adjournment* portions of the agenda. Members of the public shall be provided an opportunity to address

the City Council concerning any item that is described in the notice for special meeting workshops and special meetings. [54954.3].

The procedures for addressing public comments to the City Council are as follows:

12.1 Addressing the City Council

Members of the public, attending in person or participating remotely, who want to address the City Council during open forum or before the City Council considers or takes action on an item are asked to submit a request to speak to the City Clerk, or their designee, using the methods specified by the City Clerk in the agenda for that meeting. A member of the public may not submit a request to speak on behalf of any other person. The methods for addressing the City Council will be described at each meeting. The City Clerk will prominently display the methods to address the City Council in the hallway outside the City Council Chamber or other location where the City Council gathers in person for a meeting and on the City's website.

The presiding officer shall open public comment during open forum and for agenda items by asking the City Clerk whether there are any members of the public who wish to address the City Council. If there are, the presiding officer will then ask the City Clerk to manage the process for calling on in person speakers and speakers participating remotely as described in Sections 10.4 *Open Forum* and 12.3.1. Speakers may request the opportunity to address the City Council until the City Clerk announces that there are no more speakers who have expressed their interest to address the City Council. At that time, the presiding officer will close the public comment period. Once the presiding officer closes the public comment period, no more additional requests to address the City Council during open forum or for the agenda item will be accepted absent invitation by the presiding officer.

The purpose of submitting a request to speak is to help the presiding officer conduct the City Council's meetings and to complete its business in an orderly fashion. The intent is not to limit testimony. Therefore, a member of the public will not be denied an opportunity to speak if a request to speak does not provide all of the information requested from a speaker or because a speaker wants to remain anonymous. Speakers who have not submitted a request to speak on time may be heard by the presiding officer's recognition or by another Council Member's successful appeal. [White v. City of Norwalk, (9th Cir. 1990) 900 F.2d 1421].

12.2 Speaker Time Limit

The amount of time allotted to each member of the public attending in person or participating remotely and wishing to address the City Council shall be limited to a maximum of three minutes. For the consent calendar, a speaker's time is limited to a single comment with a maximum of three minutes for all consent calendar items, except for items that are pulled by a Council Member for separate discussion, in which case the speaker's time shall be limited to a maximum of three minutes on the item pulled for discussion and a separate opportunity to speak of up to a maximum of three minutes for

the balance of the consent calendar. Individual members of the public may not yield their allotted time, or any remaining portion thereof, to anyone else. The presiding officer may reduce the amount of time allotted to each speaker based upon the number of persons wishing to speak, the complexity of the item if one is being considered, the anticipated time reasonably needed to complete the remaining items on the meeting agenda, and other reasonable factors. Members of the public participating remotely will be given the same time allotment to address the City Council as members of the public attending in person. [54954.3(b), 54953.9; *Kindt v. Santa Monica Rent Control Bd. (9th Cir. 1995) 67 F.3d 266; Chaffee v. San Francisco Public Library Commission, (2005) 134 Cal.App.4th 109; 75 Ops.Cal.Atty.Gen. 89 (1992)*]. A speaker using an interpreter, and speakers needing accommodation for a disability, shall be allowed twice the allotted time. [54954.3].

Prior to calling for public comment during the open forum, as well as before the City Council considers or takes action on an item, the presiding officer shall set and announce the time limit for each member of the public to speak before inviting members of the public to address the City Council. For the purposes of these rules, lectern means the physical podium in the meeting room provided for the public to address the City Council, but also includes the electronic location utilized by the City Clerk to accept electronic comments for a teleconferenced or hybrid City Council Meeting.

Open forum for in-person speakers will be permitted up to 30 minutes, but if there are remaining speakers at the conclusion of the 30-minute time-period who wish to address the City Council, or speakers participating remotely, then the open forum shall be reconvened after the Matters for Consideration portion of the agenda as set forth in Section 10.4 *Open Forum*.

12.3 Members of the Public Addressing the City Council

12.3.1 A list of people who have requested to speak shall be used to call each in person speaker to the lectern to address the City Council. When calling a speaker to the lectern the next two speakers will also be identified so they are prepared to address the City Council when called to the lectern.

For teleconference or hybrid meetings, the City Clerk will manage the process for calling in-person speakers or to unmute speakers participating remotely. For items on the agenda where the public has the right to address the City Council, in-person speakers will be called upon before those participating remotely. When there are no more in-person speakers wishing to address the City Council, the City Clerk will then call upon the speakers participating remotely.

Public comment for Open Forum will be taken as set forth in Section 10.4 *Open Forum*.

12.3.2 The presiding officer may request each speaker to state their name and city of residence before addressing the City Council. A speaker is not

required to provide their name or address in order to address the City Council. However, to the extent such information is relevant to the issues being considered by the City Council during a public hearing, the absence of such information may bear on the speaker's credibility and the weight the City Council affords the speaker's comments.

12.3.3 Speakers shall address their comments only to the City Council as a body and not to a particular member or to the audience.

12.3.4 Members of the public may only address the City Council from the lectern or by participating remotely. No member of the public, other than the speaker at the lectern or the speaker participating remotely, may address the City Council, unless called upon by the presiding officer.

12.3.5 No question shall be asked of Council Members by a speaker, except through the presiding officer. No question shall be asked of a speaker by a Council Member, except through the presiding officer. Council Members, the presiding officer, and the speaker are not obligated to answer any questions asked. The presiding officer may refer questions to staff for a brief answer.

12.3.6 Speakers shall not use their time to unduly disrupt the orderly conduct of the City Council's meeting.

12.3.7 Speakers are encouraged to avoid repetition.

12.3.8 Speakers are encouraged to avoid making personal attacks.

12.3.9 Each speaker shall conclude their comments when their time to address the City Council has expired.

12.3.10 A speaker may use their allotted time to read letters or other documents, play electronic recordings at a non-amplified volume, or otherwise present information to the City Council in a non-disruptive manner, provided those activities are completed within the allotted time. The City will not provide the means for a speaker to play an electronic recording.

12.3.11 When called upon during open forum, speakers may address the City Council on any item of interest to the public within the City Council's subject matter jurisdiction. [54954.3(a)].

12.3.12 When called upon to provide public comment on a specific item of business on the agenda, speakers shall focus their comments on that specific item of business before the City Council. [54954.3(a); *White v. City of Norwalk, (9th Cir. 1990) 900 F.2d 1421; 78 Ops.Cal.Atty.Gen 224 (1995)].*

12.3.13 Members of the public addressing the City Council are limited to one oral public comment per speaker per item.

12.4 Participating Parties Addressing the City Council

Participating parties shall comply with the procedures set forth in Section 12 *Speaker's Rights* when addressing the City Council, except that the participating parties shall each have up to a maximum of 10 minutes to address the City Council. The presiding officer may set and announce the time limit for each active participant to address the City Council based upon the same criteria set forth in Section 12.2 *Speaker Time Limit.*

When the City Council is acting in its quasi-judicial capacity, the presiding officer may further modify the rules of procedure in this section or adopt such additional rules of procedure and speaker times as may be reasonably necessary to afford the active participants with procedural due process commensurate with the rights at issue.

12.5 Public Criticism

Public criticism of the City's policies, procedures, programs, or services, or of the acts or omissions of the City Council, shall not be prohibited. However, the rights of each speaker to express their views are not absolute and nothing in these rules of procedure are intended to confer any privilege or protection for expression beyond that otherwise provided by law. [54954.3].

12.6 Disruptive Speech and Conduct

Any person unduly disrupting a City Council meeting in person or participating remotely may be requested by the presiding officer to leave the meeting. The presiding officer shall discourage demonstrations before the City Council, such as applauding or booing. Upon instructions by the presiding officer, a Sergeant-at-Arms or the City Clerk may be called for the purpose of removing any person who, in the presiding officer's judgment, has disrupted the meeting. [36813, 38638, 54954.3, 54957.9, Penal Code 403]. Prior to removing a person for disrupting a meeting, the presiding officer shall warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. However, a warning is not required before removing a disruptive individual whose behavior constitutes use of force or a true threat of force consisting of a threat that has sufficient indicia of intent and seriousness that a reasonable observer would perceive it to be an actual threat to use force. [54957.95]. When possible, the presiding officer is encouraged to use alternative means, such as direction to speakers to avoid disruption or by taking a recess to review these rules with the speaker, to avoid disruptions to allow the City Council to complete its business.

12.7 Written Communications – Post Hearing Notice, and/or Post Agenda Publication

The City Council encourages the submission of written comments by the public prior to a meeting since that affords the City Council and staff the time to duly consider the comments, and for the City Clerk to incorporate the comments into the City's agenda publications.

12.7.1 Submitted after the hearing notice is sent or published, but before the Agenda Publication.

Any member of the public may submit written public comments and materials to the City Council through the City Clerk's Office. All written public comments and materials submitted between the date when the public hearing notices are published (10 days prior to the meeting or as otherwise required by statute) and 5:00 p.m. on the day before agenda publication. The City Clerk shall deliver all written public comments and materials received by 5:00 p.m. the day before agenda publication as part of the agenda packet for the posted agenda.

12.7.2 Submitted Post Agenda Publication.

Any member of the public may submit electronic public comments to the City Council using the electronic submission process the City Clerk specifies and makes available on the City's website within the timeframe provided on the agenda. Any additional attachments can be submitted directly to the City Clerk. All comments submitted using the City Clerk's electronic process will be made concurrently available to the public and the City Council as soon as practicable, and the City Clerk shall post on the City's website and deliver any additional materials received by 12:00 p.m. noon the day of the meeting to the City Council in a supplemental packet prior to the meeting.

Physical copies of written public comments and materials, and electronic and physical materials submitted to the Clerk's Office before 12:00 p.m. noon on the day of the City Council meeting, will be included in the supplemental packet. After 12:00 p.m. noon on the day of the City Council meeting, any member of the public who desires to submit materials to the City Council for consideration at that meeting is hereby instructed to provide 8 copies of the materials to the City Clerk for distribution to the City Council at its meeting when the item is considered, and the City Clerk shall include those comments and materials as a supplemental materials packet for items received at the meeting to be included in the final record.

12.7.3 Special Meetings and Workshops.

For special meetings and workshops, the City Clerk shall specify the instructions and timeframes for the public to submit written public comments and materials in the agenda for those meetings.

12.8 Approaching the City Council

Once a meeting is called to order, no member of the public physically present shall enter the area between the lectern and the dais without an invitation from the presiding officer. Members of the public may enter the area before and after the meeting, and during a recess, for the purpose of interacting with the individual City Council Members and City staff.

13. City Council Deliberation

City Council deliberations shall be orderly and guided by the presiding officer to reach a decision on the item before them or to provide the direction sought by staff.

Once an item is before the City Council for deliberation, the presiding officer shall call upon each individual Council Member present, in turn, to comment on the item and the recommended action or direction sought by staff. When participating remotely at a teleconference or hybrid meeting, Council Members should use the raise hand feature, or other feature offered by the electronic platform used for the meeting, to indicate they wish to speak and the presiding officer should call upon them in the order they requested to speak. Council Members may debate the merits of the item and recommendation, but shall not interrupt any other Council Member who is speaking. After each Council Member has an opportunity to express an opinion on the item, the presiding officer shall invite discussion and then a motion.

14. Motions

14.1 Making a Motion

A motion may be made by the presiding officer or a Council Member. Once a motion has been made, the presiding officer will solicit a second. A motion shall die unless it receives a second. If a motion receives a second, the presiding officer shall then invite debate and discussion on the motion and any amendments.

Any Council Member who makes a motion may withdraw it during debate and discussion, even to the point of interrupting a speaker to do so. If the motion is withdrawn, the presiding officer may ask the person who seconded the motion if that Council Member wishes to make the motion, subject to another Council Member's second.

14.2 Categories of Motions

There are four categories of motions that the City Council may consider.

The first category is a basic motion, which is one that puts forward a decision for consideration. For example, a motion to approve City staff's recommendation.

The second category is a motion to amend an earlier motion. Such an amending motion changes a basic motion under discussion in a minor way, but does not supersede it. For example, adding a condition to a basic motion to approve staff's recommendation. If the maker of the basic motion, and the second, accept the amendment, then the amendment shall be incorporated into the original motion without the need for a second on the amending motion. If an amendment is not accepted into the basic motion by the moving Council Members, the process for voting on simultaneous motions is then followed.

The third category is a substitute motion. Such a motion completely does away with the basic motion under discussion and puts a new motion before the City Council. For example, if the basic motion is to approve staff's recommendation, a substitute motion would propose numerous changes to staff's recommendation or assembles multiple amending motions into a single motion. If a substitute motion receives a second, then

the initial basic motion does not require action since it was substituted. If a substitute motion fails, the process for voting on simultaneous motions is then followed.

The fourth category is a hostile motion. A hostile motion is one that seeks to accomplish the opposite effect of the basic motion. For example, when a basic motion is to approve a project, a hostile motion is one to deny the project. If a hostile motion is made, the process for voting on simultaneous motions is then followed.

A decision whether a motion is one to amend or substitute is left to the presiding officer's sole discretion. A decision whether a motion is hostile is left to the presiding officer in consultation with the City Attorney.

14.3 Simultaneous Motions

The City Council may consider up to three motions on the floor at one time. The presiding officer may reject a fourth motion until the three before the City Council have been resolved. When multiple motions with seconds are before the City Council, the City Council shall consider and vote on the last motion made. Generally, the discussion when a motion is before the City Council should focus on the last motion made. Once the vote on the last motion takes place, if necessary, the discussion and decision on additional motions will take place in order working back to the first motion made.

However, a hostile motion shall not be in the floor at the same time as the motion it challenges. A hostile motion shall be considered after a vote on the basic motion and its amendments, that it challenges.

14.4 Debatable and Non-debatable Motions

Debatable motions are subject to Council Member comment and discussion before calling for a vote. Non-debatable motions are not subject to Council Member comment and discussion, and are to be voted on immediately.

14.4.1 Debatable Motions

Debatable motions are motions to take action on agenda items and other items of City business. For the purpose of these rules of procedure, all motions are debatable except those expressly identified in Subsection 14.4.2 *Non-Debatable Motions.* Debate on a motion should continue as long as Council Members wish to discuss an item, subject to the presiding officer's determination that it is time to call for the question.

14.4.2 Non-Debatable Motions

Non-debatable motions are procedural and terminating motions. Certain motions once made immediately stop the City Council's deliberations and, upon receipt of a second, should be voted on immediately. The City Council's non-debatable motions are as follows:

a. Motion to Adjourn. If passed, a motion to adjourn requires the City Council to immediately adjourn to its next regularly scheduled meeting.

b. Motion to Recess. If passed, a motion to recess requires the City Council to immediately take a recess, the length of which the presiding officer will determine. The presiding officer may order a recess without a motion, and without adjourning the meeting, as the presiding officer determines a recess is necessary to maintain decorum and conduct the meeting in an orderly fashion.

c. Motion to Fix the Time to Adjourn. If passed, a motion to fix the time to adjourn the meeting requires the City Council to adjourn at a specific time set in the motion.

d. Motion to Table an Item. If passed, a motion to table an item postpones an item indefinitely or to a date and time certain set in the motion. If the motion does not contain a specific time, an additional motion is required to bring the item back to the City Council at a future meeting.

e. Motion to Continue an Item. A motion to continue an item has the same effect as a motion to table, but is generally used when good cause exists or in response to a request by staff, a Council Member, or a participating party, as set forth in Section 8.7 *Continuance of Agenda Items*, or a scheduling problem arises. If passed, the motion continues the item indefinitely or to the date and time set in the motion. If the motion does not contain a specific time, an additional motion is required to bring the item back to the City Council at a future meeting.

f. Call for the Question. A motion to call the question, also known as moving the previous question or limiting debate, stops further City Council deliberation, debate, and discussion on an item. It can be stated as stopping debate or discussion within a certain period of time, such as 15 minutes. If seconded, the presiding officer shall then call for a vote on the motion or motions pending before the City Council as provided for in Section 7.5 *Motion to Be Stated.*

14.5 Miscellaneous Motions and Appeals

14.5.1 Motion to Suspend the Rules of Procedure

A motion to suspend these Rules of Procedure is debatable and to the extent possible should be addressed to a specific rule. If the Rules of Procedure are suspended in their entirety, such a motion does not supersede law or the Livermore Municipal Code.

14.5.2 Motion to Reconsider

A motion to reconsider any action taken by the City Council may be made as follows: (1) The motion must be made by a Council Member who voted along with majority that voted for the original motion that passed, but the motion for reconsideration may be seconded by any Council Member; (2) The motion must be made either at the meeting at which the action to be reconsidered was taken, or, at the next regular meeting, provided appropriate due process is afforded to any participating parties; (3) The motion is debatable; (4) If any participating party has left the meeting, or if the motion comes at a subsequent meeting, the ultimate decision to be reconsidered must take place at a subsequent meeting so that the participating party is afforded an opportunity to observe and participate; and, (5) If the original hearing was a public hearing, a new notice of hearing must be given before the matter is reconsidered.

14.5.3 Council Member Appeal

Any Council Member may appeal any ruling by the presiding officer. If a Council Member so moves and the motion is seconded, after debate, the ruling of the presiding officer may be reversed by majority vote. If an appeal is taken, the question shall be, “Shall the decision of the presiding office be sustained?”

15. Action and Direction

15.1 Votes, General Rules

Unless otherwise provided, the City Council’s actions must be passed pursuant to a majority vote on a motion, and the motion may not be considered unless it is seconded. A simple majority vote by those Council Members present is necessary to pass a motion providing direction to staff or establishing administrative policy, however motions for the adoption of resolutions and ordinances require an affirmative vote of at least three Council Members to pass the motion as provided in Rule 17.4 *Majority Vote by Three City Council Members Required*.

Any Council Member may, before the “Nays” are called for, demand that a roll call vote be taken on the motion before the City Council. The presiding officer’s name shall be called last, preceded by the Vice Mayor, with other Council Members’ names called in alphabetical order by the City Clerk. Council Members shall not give explanations for their vote during roll call.

If a motion does not receive the necessary majority vote for passage, the presiding officer may solicit additional discussion and another motion for further deliberation and voting. If further discussion and deliberation does not result in a motion receiving a majority vote necessary to pass a motion, the presiding officer may declare that “no action has been taken” and proceed with the remainder of the agenda. In the event of a tie vote, the procedures in Section 15.2 *Tie Votes*, shall control.

If a Council Member is present at the meeting but abstains from voting on a motion or is silent during the vote on the motion, then the rules in Section 15.3 *Abstentions and Silence* shall govern how the Council Member’s silence or abstention is tabulated.

15.2 Tie Votes

Generally, a motion fails if there is a tie vote. After a tie vote, the presiding officer may solicit additional discussion and another motion in an attempt to break the tie. If the tie vote occurs during a Council Member absence, and the absent Council Member does not have a conflict of interest related to the item being voted on, the City Council may continue the item to a subsequent City Council meeting when the absent Council Member is expected to be present in an effort to resolve the tie. If the tie vote is not resolved, the motion shall fail and the presiding officer may declare that "no action has been taken" and proceed with the remainder of the agenda. However, if a decision is legally compelled under state law (such as the Permit Streamlining Act), the tie vote shall constitute a denial of the application, project, or appeal before the City Council and the decision shall be considered final.

15.3 Abstentions and Silence

The City Council discourages abstentions since abstentions without legal conflict may impede the City Council's business, for example by causing a tie vote. Abstentions also deprive Livermore residents of one vote of five and may diminish accountability of Council Members on items of legitimate concern. At the same time, it is not the City Council's intention to impede any individual Council Member's right to choose not to speak or vote on an item.

If any Council Member wishes to abstain from voting on a motion, the Council Member must announce the abstention when the item of business is first called for consideration and must not participate in the consideration of the item, in which case the Council Member's announcement of an abstention during the vote will be tabulated to reflect that the Council Member abstained from the vote.

If the Council Member does not announce an abstention when the item of business is first called for consideration, or the Council Member participates in the consideration of the item after announcing an intent to abstain, and the Council Member announces an abstention during the vote, then that Council Member's vote shall be tabulated in favor of the motion.

Silence of any Council Member shall be tabulated in favor of the motion since the silent Council Member is conceding to the motion and not registering a vote against the motion.

This rule is intended to expressly modify *Rosenberg's Rues of Order* for tabulating votes with regard to abstentions and silence by a Council Member.

15.4 Protests

Any Council Member shall have the right to enter into public record reasons for dissent, no vote, or protests against any motion carried by the majority.

15.5 Record Development

Council Members are encouraged to articulate their reasoning when casting a "no" vote, when a motion differs from the staff recommendation, and when a Council Member is unable to make the required findings for an item of business.

16. Advisory Bodies

16.1 Implementation of Municipal Code

16.1.1 Creation and Appointments

The City Council may create boards, commissions, or committees, herein after collectively referred to as City advisory bodies, to advise the City Council. [LMC Title 2]. It is recommended that newly formed City advisory bodies be limited to no more than 7 members due to the capacity of the recording system in the Mendenhall Room.

16.1.2 Appointments of Council Members to Regional Bodies; Appointments of Persons to City Advisory Bodies

The Mayor has the statutory authority, with the City Council's approval, to make all appointments of City Council Members to regional bodies that require an appointment from the City of Livermore. The Mayor also has the statutory authority, with the City Council's approval, to make all appointments of persons to City advisory bodies. [40605; LMC 2.04.020; 81 Cal.Ops.Atty.Gen. 75].

16.1.3 Eligibility of City Employees

While City employees are not precluded from serving on advisory boards, commissions, and committees, there is a potential for conflict. The City Council and any subcommittees to the City Council shall not make appointments that are potentially incompatible with City employment for any reason. For example, an appointment will be incompatible with City employment if:

a. An act of the advisory board, commission, or committee may later be subject directly to the control, inspection, review, audit, or enforcement of any other City officer or employee.

b. The time demands of the advisory board, commission, or committee would render performance of duties as a City employee less efficient.

16.1.4 Interviews of Members Eligible for Reappointment

As stated in Section 16.1.2 above, the Mayor has the statutory authority, with the City Council's approval, to make all appointments to City advisory bodies. The purpose of the standing City Council subcommittee identified in this section is to interview candidates who apply for a City advisory body and to then recommend candidates to the Mayor for appointment, with the City Council's approval.

Members of City boards, commissions, and committees who are eligible for and interested in reappointment shall be interviewed by the standing City Council subcommittee, along with any other applicants for the position. Membership on this standing City Council subcommittee shall rotate among the Council Members who will be appointed for staggered terms, if possible, to ensure that at least one Council Member has prior experience on the subcommittee. Based upon those interviews, the standing City Council subcommittee shall recommend nominees for appointment by the Mayor, with the City Council's approval. However, the entire City Council will interview Planning Commission applicants (including incumbents).

16.2 Direction to Advisory Boards, Commissions, and Committees

Within the scope of their duties and responsibilities established in Title 2 of the Livermore Municipal Code, or otherwise by the City Council, the boards, commissions, or committees, and standing City Council subcommittees (collectively referred to as "advisory bodies" or "advisory body" for the purposes of this section) created by the City Council are directed to:

1. Follow these rules of procedure for their meetings, with appropriate modifications to account for their individual structure including the number of members for the advisory body, the titles for their presiding officer and members, consistent with the restrictions set forth in subsection 3 below;

2. Follow *Rosenberg's Rules of Order* for parliamentary procedure as modified by these rules of procedure;

3. Conform their respective meeting rules to these rules of procedure to reflect the following restrictions hereby directed by the City Council:

    a. Advisory bodies shall not meet through electronic means;

    b. Advisory bodies may create ad hoc committees, but shall not create standing committees without prior City Council approval;

    c. The staff liaison for each advisory body, with approval from the City Clerk, shall determine the preferred method of preparing action minutes for their advisory body meetings, with the exception of Planning Commission who will work with the City Clerk to determine the preferred method of preparing summary minutes for their meetings;

    d. Staff attendance and agenda development will be determined by the staff liaison for the advisory body, or as directed by the City Council;

e. The City Clerk shall determine agenda format, software, and language for all advisory body meetings to ensure consistency and compliance with applicable laws and regulations;

f. Each advisory body, with input from the City Clerk and consistent with the uniform format provided by the City Clerk, may establish their own rules to specify the method for speakers to address the advisory body, including their speaker time limits, and the advisory body must then administer them uniformly;

g. The advisory body liaison, City Attorney or designee, and City Clerk must approve all advisory body agendas, notices, and cancellations; and,

h. Section 17 *Document Preparation and Approval for an Agenda* do not apply to advisory body agendas.

4. Coordinate with their assigned staff liaison and the liaison's Department Head to obtain the City Council's approval before beginning any self-initiated project that will require more than 8 hours of staff time to complete that year. However, advisory bodies may pursue self-initiated projects that can be accomplished utilizing the City resources currently allocated to the particular advisory body and that do not take resources away from that advisory body's anticipated work to fulfill its duties and responsibilities to the City Council.

16.3 Annual Reporting

1. Each of the following advisory bodies shall annually appoint one of their members to present a brief oral presentation to the City Council describing that particular advisory body's activities for the past year:

   Airport Commission
   Beautification Committee
   Commission for the Arts
   Historic Preservation Commission
   Human Services Commission
   Library Board of Trustees.

2. Other advisory bodies may provide written updates to the City Council as necessary or as directed by the City Council.

3. The City Clerk shall schedule the annual advisory body presentations and updates to the City Council in coordination with the staff liaisons to the advisory bodies.

17. Document Preparation and Approval for an Agenda

17.1 Ordinances

No ordinance shall be prepared for presentation to the City Council unless ordered by a majority vote of the City Council, prepared by the City Attorney on their own initiative or otherwise approved as to form by the City Attorney, or recommended by the City Manager and developed with the City Attorney's assistance. [36936; LMC 1.08.060.E and 2.12.030.A.1.d].

17.2 City Attorney Approval as to Form

All ordinances, resolutions, and contracts shall be approved as to form by the City Attorney, or their attorney designee, before being placed on the agenda. [LMC 2.12.030.A.1.d]. If the City Manager finds it necessary or expedient to place a contract on a City Council agenda for authority to execute it, but the contract is not yet in final form or has not been signed by the other parties, the City Council shall condition its authorization to execute the contract on: (a) the final contract being in substantially the same form as the one presented for the City Council's consideration with such changes as may directed by the City Council; and, (b) upon the City Attorney's approval of the final contract as to form. If the contract is substantially changed, then the contract must be placed on a subsequent agenda for the City Council's consideration.

17.3 Ordinance Introduction/Adoption

The City Council hereby establishes and directs that the reading of the title of a proposed ordinance is satisfied when the presiding officer calls the ordinance for consideration and announces the agenda description for the item. The staff report's recommended action for an ordinance will include its title and a statement that further reading of the full ordinance is waived. The Council motion to approve staff's recommended action will therefore reflect the waiver and that the full ordinance will not need to be read, unless a majority of the City Council present asks for a full reading. [36934]. For ordinances placed on the consent calendar for introduction and adoption, a motion by the City Council that moves staff's recommendation for the approval of the consent calendar shall mean the title of the ordinance was read by the maker of the motion.

17.4 Majority Vote by Three Council Members Required

An affirmative vote of at least three members of the City Council shall be necessary to adopt an ordinance and a resolution, and to approve a contract for the expenditure of funds. An urgency (emergency) ordinance must be adopted by at least four members of the City Council. [36936, 54954.2, 54956, 54956.5].

17.5 Ordinance Preservation

Following adoption of an ordinance, the City Clerk will assign a number to the ordinance, publish a summary, and post the full text according to law. The ordinance shall be filed and preserved in the City Clerk's Office.

17.6 Consent Calendar, Public Hearing, or Matters for Consideration

Ordinances not requiring a public hearing may be presented to the City Council for introduction and adoption on either the consent calendar or matters for consideration portion of the agenda. The City Attorney shall determine the placement of an ordinance on a City Council agenda in consultation with the Mayor and City Manager, or as directed by the City Council.

18. City Council Values and Norms, and Principles of Governance

The City Council has adopted *City Council Values and Norms* that guide their interactions among each other, and *Principles of Governance* that guide their interactions with staff and the community

19. City Council Policy for City Officials' Use of Electronic Communications and Social Media

The City Council has adopted a Policy for City Officials' Use of Electronic Communications and Social Media to guide utilization of social media and electronic communications by the City Council as well as the City's advisory body members and to help ensure compliance with the Brown Act and other relevant laws, legislation, and regulations.

Acknowledgement Form

I acknowledge that I have received a copy of the City of Livermore's City Council Meeting Rules of Procedure and understand that I am to read and comply with its contents.

City Official Name: _____

City Official Title: _____

Date: _____

Signature: _____

Attachments

Appendix A Preferred Procedures for Teleconferenced Hybrid Meetings

Appendix B Preferred Methods for Recording City Council Meetings

Appendix C Disruption Policy

PREFERRED PROCEDURES FOR TELECONFERENCE OR HYBRID MEETINGS AND PUBLIC ACCESS EXCEPTIONS

Pursuant to section 8.4.6 of the City Council Meeting Rules of Procedure, the City Council has identified the following procedures for teleconference or hybrid meetings:

Types of Teleconference Meetings

Various forms of teleconferencing are available to City Council Members to attend and participate in public meetings in accordance with the Ralph M Brown Act. [Government Code section 54593, 54953.8, 54953.8.1-54953.8.7.] City Council Members may teleconference in accordance with state law, including but not limited to, any of the following provisions:

Traditional teleconferencing [54953(b)(3)]

Teleconference as reasonable accommodation [54953(c)]

State of Emergency teleconferencing [54953.8.2]

Just Cause teleconferencing [54953.8.3]

A memorandum will be provided by the City Clerk to the teleconferencing City Council Member prior to the meeting, with complete instructions detailing the teleconference requirements. If using an audio call, the City Clerk and the teleconferencing Council Member will determine who will be responsible for initiating the call. For video calls, the Council Member will use the Video Conferencing Meeting link provided by the City Clerk.

Closed Session

- The call between the teleconferencing City Council Member and the location for the closed session meeting shall be initiated by either that City Council Member or a staff member, as established ahead of time.
- Closed Session teleconferencing will be conducted via telephone or video conferencing.
- Should the connection be “dropped” or if there is a poor connection, the Mayor shall allow a reasonable recess to provide appropriate time to re-establish the connection. The call originator is responsible for making the call to reconnect. The duration and number of recesses shall be at the discretion of the Mayor.

Open Session

- The teleconferencing City Council Member will join the meeting using the audio-visual platform and pre-established meeting link provided by the City Clerk. The platform and link will be used to project the City Council Member into the Civic Center Meeting Hall to participate in the meeting and display presentations to all participants.

- In the event of a disruption that prevents the City Council from broadcasting the meeting to members of the public using the call-in option or the internet-based service option, or in the event of a disruption within the City's control that prevents members of the public from offering public comments using the call-in option or internet baser service, the City Council shall follow the procedures set forth in the Technology Disruption Policy found in Appendix C of these Rules of Procedure.
- A script will be provided to the presiding officer with cues to invite/include comments/discussion from the teleconferencing City Council Member. A roll call vote on each motion must be taken (Brown Act requirement).

Public Access Requirement Exceptions

City Council meetings shall include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform except if adequate telephonic or internet service is not operational at the meeting location. This requirement does not apply to a meeting that is held to do any of the following:

1. Attend a judicial or administrative proceeding
2. Inspect real or personal property
3. Meet with officials of US or State to discuss a legislative or regulatory issue
4. Meet in facility owned by agency to discuss items related to facility
5. Meet in emergency situation
6. Emergency meeting [54953.4(b)]

PREFERRED METHOD OF RECORDING CITY COUNCIL MEETINGS

Pursuant to section 8.11.3 of the City Council Meeting Rules of Procedure, the City Council has identified the following preferred methods of recording City Council meetings based upon the type of meeting and location, but the actual method used may change based upon City Council direction:

Regular City Council Meetings
Location: City Council Chamber
Minutes: Action minutes
Recorded: Video
Broadcast: Live – yes

Special City Council Meetings
Location: City Council Chamber
Minutes: Action minutes
Recorded: Video
Broadcast: No

Regular City Council Meetings/Special City Council Meetings
Location: Anywhere other than the City Council Chamber
Minutes: Audio minutes
Recorded: Audio (portable system)
Broadcast: No

Special City Council Meeting Workshops
Location: City Council Chamber
Minutes: Action minutes
Recorded: No

Special City Council Meeting Workshops
Location: Anywhere other than the City Council Chamber
Minutes: Action minutes
Recorded: No

Special Meeting – Planning Commission Interviews
Location: Anywhere
Minutes: Action minutes
Recorded: No

DISRUPTION OF TELEPHONIC OR INTERNET SERVICE DURING PUBLIC MEETINGS

1. Background

Senate Bill 707 (2025) amended the Brown Act to require eligible legislative bodies to adopt, on or before July 1, 2026, a policy addressing how the agency will respond to disruptions in telephonic or internet service that prevent members of the public from attending or observing a meeting remotely. This policy is adopted to comply with that requirement and to ensure continuity of public participation during technical disruptions.

2. Purpose

This policy establishes procedures for responding to a disruption in the telephonic or internet services that provide two-way remote public access to meetings of the City of Livermore City Council as required by the Brown Act (Gov. Code § 54953.4). The policy ensures transparency, public participation, and continuity of government during technology disruptions.

3. Definitions

For purposes of this policy:

- "Disruption" means any failure, outage, or other interruption that prevents members of the public from attending or observing the meeting via these remote access services.
- "Remote access services" means the two-way telephonic service and/or two-way audiovisual platform used to provide real-time remote public attendance and observation of meetings.

4. Applicability

This policy applies to all open and public meetings of the City of Livermore City Council at which remote public participation is offered or required under the Brown Act.

5. Procedures in the Event of a Service Disruption

5.1. Response to Service Disruption

If the Presiding Officer or the City Clerk becomes aware of a disruption to the agency's remote access services that prevents members of the public from attending or observing the meeting remotely:

1. The Presiding Officer shall immediately announce the disruption to the public.
2. The Presiding Officer may then call for a recess of the open session or convene the legislative body in closed session, consistent with the Brown Act.

3. Staff shall begin efforts to diagnose and restore the disrupted service.
4. The meeting shall remain in recess for at least one hour or until service is restored, whichever is sooner. The recess period may be extended if restoration efforts are ongoing.

5.2. Efforts to Restore Service

The agency shall make good faith efforts to restore remote access services, which may include:

- Troubleshooting platform or teleconferencing software
- Resetting or replacing audiovisual equipment
- Attempting alternative connection methods
- Contacting necessary support staff or service providers
- Switching to back-up equipment or platforms, if available

If the disruption is suspected to be a result of a cybersecurity incident or malicious activity, the City may temporarily suspend, isolate, or limit affected systems as necessary to protect City infrastructure, confidential information, and public-facing systems during restoration efforts.

The Clerk shall document the restoration efforts undertaken.

6. Reconvening the Open Session

6.1. Timing

The open session may be reconvened after at least one hour has elapsed from the time of disruption or as soon as service is restored, whichever occurs earlier.

6.2. If Service Is Restored

If the remote access service is restored before or at the time the meeting reconvenes, the meeting shall continue as normal.

6.3. If Service Is *Not* Restored

If service has not been restored after one hour, the City of Livermore City Council through the Presiding Officer may reconvene and:

1. Adjourn the meeting; or
2. Continue the meeting in open session by adopting, by roll call vote, the following, or a substantially similar, finding:

   “The City of Livermore has made good faith efforts to restore telephonic or internet service in accordance with its adopted policy, and the public interest in continuing the meeting outweighs the public interest in remote public access.”

Upon adoption of the finding, the legislative body may continue the open session despite the fact that remote access services have not been restored.

7. Recordkeeping

The Clerk shall enter a brief statement into the meeting record, including the following:

- The nature and time of the disruption
- The restoration efforts undertaken
- The time the meeting was reconvened (if applicable)
- Any finding adopted pursuant to Section 6.3

8. Review and Updates

This policy may be amended by the City of Livermore City Council at a noticed public meeting in open session, not on the consent calendar.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.10**

DATE: July 13, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Approval of the City Council 2027 Meeting Calendar.

RECOMMENDED ACTION

Staff recommends the City Council approve the 2027 Meeting Calendar. Staff is prepared to make adjustments if a Council Member identifies a scheduling or holiday conflict to ensure all members of the Council can participate in meetings.

SUMMARY

Each year the City Council approves a calendar of regular meetings for the coming year. The 2027 Meeting Calendar is presented here for approval.

DISCUSSION

In accordance with the City Council Rules of Procedures, each July the City Council approves an annual calendar for the coming year. Regular meetings are generally scheduled on the second and fourth Monday of each month. Meetings are not scheduled on legal holidays. In keeping with past practice, only one meeting is scheduled during the months of August and December. The August meeting is traditionally cancelled due to lack of pressing business.

Special meetings and workshops may be called by the Mayor or by a majority of Council Members as needed. Special meetings or workshops will be held on the third Monday of the month if needed. The City Council may also amend the regular meeting schedule throughout the year when necessary.

Livermore City Council 2027 Meeting Calendar

Date	Type	Date	Type
01/11/2027	Regular Meeting	06/28/2027	Regular Meeting
01/25/2027	Regular Meeting	07/12/2027	Regular Meeting
02/08/2027	Regular Meeting	07/26/2027	Regular Meeting
02/22/2027	Regular Meeting	08/09/2027	Regular Meeting
03/08/2027	Regular Meeting	09/13/2027	Regular Meeting
03/22/2027	Regular Meeting	09/27/2027	Regular Meeting
04/12/2027	Regular Meeting	10/11/2027	Regular Meeting
04/26/2027	Regular Meeting	10/25/2027	Regular Meeting
05/10/2027	Regular Meeting	11/08/2027	Regular Meeting
05/24/2027	Regular Meeting	11/22/2027	Regular Meeting
06/14/2027	Regular Meeting	12/13/2027	Regular Meeting

FISCAL AND ADMINISTRATIVE IMPACTS

While City Council meetings require considerable staff resources to prepare for and facilitate, administrative impacts from adopting the proposed meeting calendar are incorporated into each department's work plan. Other fiscal impacts associated with City Council meetings include broadcast and recording services, technical support, and incidental costs such as renting special meeting locations, providing translation services upon request, and staff time are included in the FYs 2025-2027 budget.

COMMUNITY PILLAR

5: A City That Works

GOAL

1: Engage effectively with the Mayor and City Council

ATTACHMENTS

Prepared by: Helena Graves
Acting City Clerk

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 7.1**

DATE: July 13, 2026

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Authorization to negotiate a Development Agreement with Gillig to facilitate campus expansion.

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution authorizing staff to negotiate a Development Agreement with Gillig for the general subject areas identified in this report.

SUMMARY

Gillig, a bus manufacturer located in the Oaks Business Park, has requested that the City close a portion of Discovery Drive to facilitate a proposed campus expansion, and has submitted a Development Agreement application to effectuate this request. The Livermore Development Code requires the City Council to authorize staff to negotiate a Development Agreement before negotiations may begin and to identify the general subject areas for negotiation.

Staff recommends that the City Council authorize staff to negotiate a Development Agreement with Gillig that would generally address closure of a portion of Discovery Drive, establish a Performance Schedule ensuring Gillig's campus expansion occurs in a timely manner, and include potential right-of-way dedication and trail-related public improvements.

The proposed Development Agreement is expected to provide significant public benefits, primarily through increased tax revenues, job creation, and retention of a major employer in Livermore.

Authorizing staff to negotiate would not approve a Development Agreement or authorize or require the street closure. The City Council would consider the final Development Agreement and all required street vacation actions at a future public meeting. There are no environmental or fiscal impacts resulting from authorization to negotiate. The proposed action is consistent with the 2023-2028 Strategic Plan.

DISCUSSION

Background

In October 2024, Gillig, a bus manufacturer located in the Oaks Business Park at 451 Discovery Drive, contacted City Economic Development and Community Development staff regarding a potential campus expansion. The proposed expansion would occur adjacent to Gillig's existing facility and would include approximately 17 acres along the western side of Discovery Drive.

The expanded campus would include approximately 80,000 to 110,000 square feet of office space, 80,000 square feet of warehouse space, 500 employee parking stalls, and a new transit bus parking and fleet support area, as shown on the conceptual site plan included as Attachment 1. Gillig proposes to consolidate its operations in Livermore, move its aftermarket parts facility to Livermore, provide additional employee parking, provide an enhanced and dedicated area for storage, testing, and preparation of its bus products, and allow for future zero emission vehicle flexibility with potential site preparation for electric transit fast charging stations and hydrogen fueling infrastructure. The proposed development would generate significant cross-traffic across the northern portion of Discovery Drive, with buses, equipment, and employees crossing the public right-of-way at regular intervals.

To avoid conflicts with public traffic, ensure that future operations are not constrained, and facilitate the proposed campus expansion, Gillig has requested that the northern portion of Discovery Drive be privatized or otherwise closed to public traffic. This portion of Discovery Drive is referred to in this report as the "Closure Segment." The proposed street closure area is shown in Attachment 2.

Gillig submitted an application for a Development Agreement (DA26-001) as required by Livermore Development Code Chapter 9.04, including a formal request for the City to vacate the Closure Segment.

Authorization to Negotiate

Livermore Development Code Section 9.04.040(B) requires the City Council to determine whether it wishes to consider a Development Agreement before a final agreement is brought forward for approval. The Development Code also requires the City Council to authorize the general subject areas for negotiation before negotiations begin.

Given Gillig's application and the public benefits described in this report, staff recommends that the City Council authorize staff to negotiate a Development Agreement with Gillig addressing the following general subject areas:

1. Street closure and reversion;
2. Campus expansion and relocation of Gillig operations to Livermore; and
3. Right-of-way dedication and trail construction.

This agenda item requests authorization to negotiate only. It does not approve a Development Agreement, authorize the street closure, or approve any future development. If authorized, staff would begin negotiations with Gillig within the general subject areas identified above.

Any final Development Agreement would return to the City Council for consideration at a subsequent public meeting, following review and recommendation by the Planning Commission.

Street Closure

Since October 2024, staff has worked collaboratively with Gillig and a traffic consultant to evaluate the

potential effects of closing the Closure Segment. Based on the preliminary traffic report included as Attachment 3, a majority of peak-hour trips along the Closure Segment are generated by Gillig employees. The report concludes that, provided Gillig employees retain access to the Closure Segment, closure of the street would not result in significant Level of Service impacts at surrounding intersections. For this reason, staff has determined that the proposed street closure is technically feasible.

Local street vacations are governed by California Streets and Highways Code Section 8320 et seq. Before vacating a public street, the City must determine that the street is unnecessary for present or prospective public use and that the vacation serves a public purpose. In addition, the City must complete the General Street Vacation process, which includes a public protest hearing and separate final adoption.

Based on the traffic study prepared for the proposed closure, staff has preliminarily determined that Discovery Drive is not heavily used by members of the public other than Gillig employees and that its closure would not result in a significant impact to area levels of service. Gillig has also reported excessive nighttime speeding and other potentially dangerous activity within the Discovery Drive right-of-way. Based on this information, staff has preliminarily concluded that Discovery Drive may be unnecessary for public use and that its closure could enhance public safety and serve a public purpose. If the City Council authorizes staff to begin Development Agreement negotiations that include closure of Discovery Drive, staff would return at a future public hearing with a more complete public use and public purpose analysis and all required General Street Vacation actions, consistent with state law.

Public Benefit

Article XVI, Section 6 of the California Constitution prohibits cities from making gifts of public funds or things of value to private parties. Accordingly, when a City action or agreement provides value to a private entity, the City should identify and document the public purpose served by that action. In addition, Livermore Development Code Section 9.04.050(D)(1) requires that all Development Agreements provide a benefit to the City.

The proposed Gillig campus expansion would provide significant public benefits to the City, primarily through increased tax revenue, job creation, private investment, and retention of one of Livermore's major employers. Gillig preliminarily estimates that the new campus expansion would generate approximately $450,000 in annual tax revenue, represent an approximately $60 million investment in Livermore, and provide for 240 new jobs.

If authorized to negotiate, staff would seek to secure public benefits for the City consistent with the general subject areas identified in this report.

PILLAR

2: Economy That Prospers

GOAL

5: Facilitate the development of commercial and industrial projects that provide high-quality local jobs and support a diverse local economy

ENVIRONMENTAL DETERMINATION

Authorization to negotiate a future Development Agreement is not a “project” under the California Environmental Quality Act, or CEQA, because it would not cause a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Any future campus expansion, Development Agreement, or street vacation action would be subject to separate environmental review in accordance with CEQA, as applicable.

FISCAL AND ADMINISTRATIVE IMPACTS

Authorization to negotiate would require staff time to negotiate the terms and timing of a potential Development Agreement. The Development Agreement application fees paid by the applicant are intended to recover the City’s costs associated with processing the application.

ATTACHMENTS

1. Campus Expansion Concept Plan
2. Proposed Road Closure Segment
3. Preliminary Traffic Study
4. Resolution

Prepared by: Jake Potter
Economic Development Manager

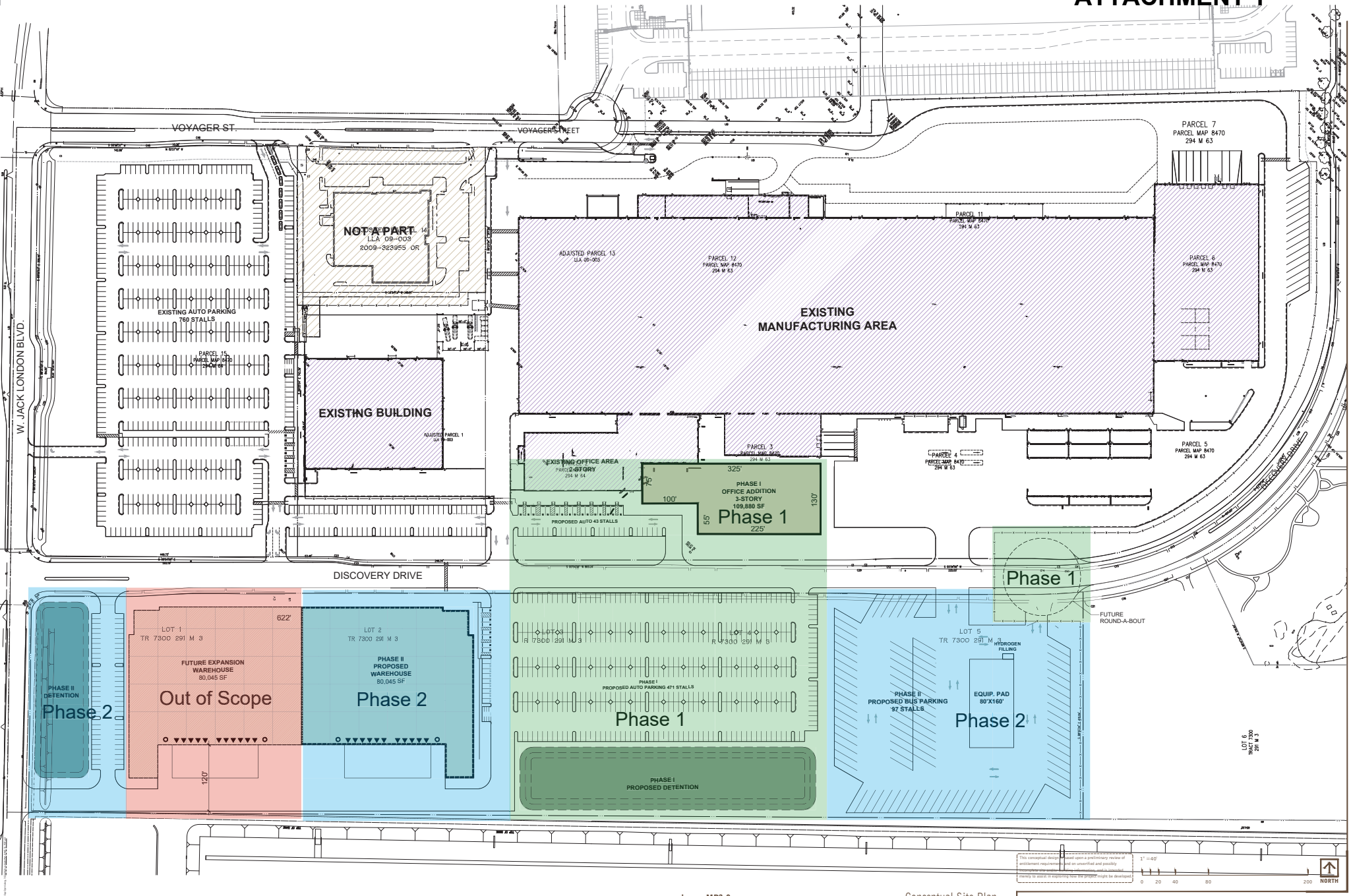
Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Kristen Hilton
Acting Administrative Services Director

ATTACHMENT 1



This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete information, and is intended merely to assist in exploring how the project might be developed.

scheme: MP3.0

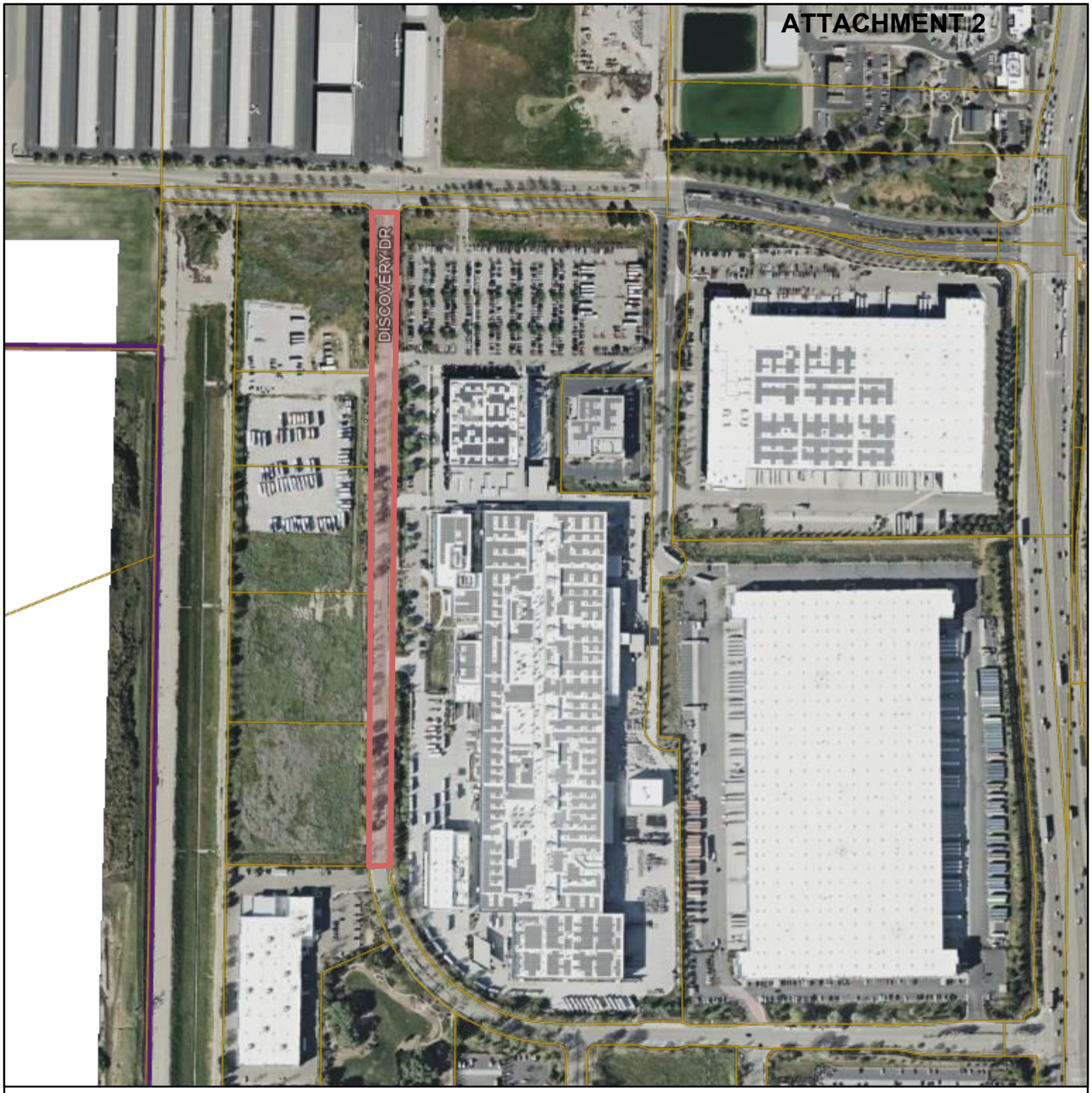
Conceptual Site Plan

Gillig Discovery Drive
Discovery Drive, Livermore, CA

WARE MALCOMB

SNR18-0000-00
09.19.2024

SHEET
1



N

0 195 390

ft

1" = 390'

LEGEND

ALL LOCATIONS ARE APPROXIMATE

- Street Name Labels (White Font)
- Parcels
- Livermore City Limits
- Alameda County

RGB

- Red: Band_1
- Green: Band_2
- Blue: Band_3

CITY OF LIVERMORE CALIFORNIA

Road Closure Segment

Date: 6/30/2026

Path: /Web Map

ATTACHMENT 3

KITTELSON & ASSOCIATES

GILLIG DISCOVERY DRIVE CLOSURE TRAFFIC IMPACT ANALYSIS

Livermore

June 10, 2026



Inside front cover

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GILLIG Discovery Drive Closure Traffic Impact Analysis

Livermore

Prepared for:
GILLIG
451 Discovery Drive
Livermore, CA 94521

Prepared by:
Kittelson & Associates, Inc.
155 Grand Avenue, Suite 505
Oakland, CA 94612
510.839.1742

Project Manager:
Damian Stefanakis
Senior Principal Planner

Project Analyst:
Pavithran Balan

Project Number 31541

June 10, 2026

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Section 1
Executive Summary

Executive Summary

This Traffic Impact Analysis (TIA) evaluates the traffic effects of a series of proposed improvements at the GILLIG manufacturing facility located at 451 Discovery Drive in Livermore, California. The study was prepared at the request of GILLIG and in coordination with the City of Livermore Planning and Engineering staff, and is submitted in support of the project entitlement process.

PROJECT DESCRIPTION

The GILLIG facility is a bus manufacturing campus that straddles Discovery Drive, occupying parcels on both the east and west sides of the roadway. Three project components are proposed:

- **Closure of Discovery Drive.** The segment of Discovery Drive between Jack London Boulevard and Isabel Avenue would be closed to through traffic at the southern end of the GILLIG property and converted to a limited access/cul-de-sac, providing site access only. This would allow GILLIG to consolidate operations across both parcels, to the east and west of Discovery Drive. The resulting configuration would function similarly to the adjacent Voyager Street cul-de-sac.
- **Warehouse Buildout Expansion.** A proposed 80,045 square-foot warehouse building would be constructed on the west parcel to accommodate the relocation and consolidation of GILLIG's existing warehouse operations, currently housed at the company's Eden Landing facility. A future expansion area of equivalent size is also shown on the site plan, though it is not part of the current application.
- **Office Buildout Addition.** A three-story, 110,000 square-foot office building addition is proposed adjacent to the existing two-story office structure. This expansion would allow for the potential increase total on-site employment from approximately 250 to 490 employees.

Additionally, the City of Livermore requested that this analysis account for the traffic associated with the Livermore Amador Valley Transit Authority (LAVTA) development project, a separate development in the study area located off Discovery Drive at Atlantis Court. Per the City's direction, LAVTA project trips are incorporated into the cumulative analysis scenarios.

TRIP GENERATION METHODOLOGY

Because of the specialized nature of GILLIG's manufacturing operations, standard ITE trip generation rates were not found to be a suitable basis for the warehouse or office buildout components. The following methodologies were developed in coordination with the City:

- **Warehouse Expansion:** Turning movement counts collected at the Eden Landing facility - the warehouse operation being relocated - were used directly as the project trip input. This approach captures the actual traffic generation characteristics of GILLIG's warehouse operations.
- **Office Addition:** Existing driveway counts at the GILLIG site were doubled to reflect the approximate doubling of on-site employees. This is a conservative approach that provides an upper-bound estimate of employee trip generation.

- **LAVTA Development:** Trip generation was estimated using ITE rates for Land Use Code 710 (General Office Building) and Land Use Code 140 (Manufacturing), with trip distribution developed based on regional travel patterns.

SCENARIOS EVALUATED

Six scenarios were analyzed during the weekday AM and PM peak hours at four signalized study intersections:

ES 1. Summary of scenarios

Scenario Name	Description	Project Trips Included	Report Section
Existing Conditions	Baseline conditions based on field-collected peak hour traffic counts at the study intersections. No project.	None	Section 2
Existing Plus Project (Closure Only)	Closure of Discovery Drive with existing through-traffic reassigned to alternate routes. No new site-generated trips from GILLIG expansion.	Discovery Drive closure traffic diversions	Section 3
Existing Plus Project + Buildout	Discovery Drive closure combined with trip generation from the proposed warehouse expansion (based on Eden Landing turning movement counts) and the office addition (existing driveway counts doubled to reflect doubling of on-site employees).	Closure diversions + warehouse relocation trips + doubled employee trips	Section 4
Cumulative No-Build	Cumulative background volumes (SMP 39/40 growth) plus trips from the LAVTA development (ITE LUC 710 and 140). No GILLIG project trips. Represents the no-project cumulative baseline inclusive of LAVTA.	LAVTA project trips only	Section 5
Cumulative Plus Project + Buildout	Full build-out scenario. Cumulative background including LAVTA trips, combined with all GILLIG project components: Discovery Drive closure, warehouse relocation, and office expansion.	All GILLIG project trips + LAVTA trips	Section 6

KEY FINDINGS

Under existing conditions, all four study intersections operate at acceptable levels of service (LOS D or better). The following summarizes findings by scenario:

Existing Conditions: All four study intersections operate at acceptable LOS (A through D) during both the AM and PM peak hours. The Isabel Avenue/Jack London Boulevard intersection has the highest existing delay, operating at LOS D in the AM peak and LOS C in the PM peak.

Existing Plus Project (Closure Only): The closure of Discovery Drive results in minimal traffic impact. All intersections continue to operate acceptably, with delay increases of less than one second. The closure is supportable under existing conditions.

Existing Plus Project + Buildout: With the addition of warehouse relocation trips and office addition trips, all four intersections continue to operate at acceptable LOS (D or better). Delay increases are minimal across all locations. No significant traffic impacts are identified, and no mitigation measures are required.

Cumulative No-Build: Under cumulative background conditions including the LAVTA development, the Isabel Avenue/Jack London Boulevard intersection is projected to operate at LOS E during both peak hours — a condition driven by area-wide background growth associated with the general plan, plus key nearby projects like the SMP 39/40 developments and the LAVTA project. This degradation is not attributable to any GILLIG project component.

Cumulative Plus Project + Buildout: All four study intersections continue to operate at acceptable LOS (D or better) with the exception of Isabel Avenue/Jack London Boulevard, which operates at LOS E consistent with the Cumulative No-Build baseline. The Discovery Drive closure adds approximately 1–2 seconds of incremental delay at this intersection, well below the City's 5-second significance threshold for intersections already at LOS E. Regarding queuing, the southbound left-turn (SBL) movement at Isabel Avenue/Jack London Boulevard slightly exceeds available storage under cumulative conditions; however, this is not a project-related movement, the SBL queue deficiency already exists in the Cumulative No-Build scenario and is attributable to background growth, not the GILLIG project. No project-specific significant impacts are identified, and no mitigation measures are required.

Bicycle and Pedestrian Impacts: The proposed Discovery Drive closure will not impact bicycle or pedestrian access. An existing off-street trail on the west side of Discovery Drive recently extended south of the GILLIG property by the SMP 40 development toward Isabel Avenue, provides a continuous bicycle and pedestrian connection around the closure area, consistent with the City's Bicycle Master Plan. This trail ensures uninterrupted multimodal access in the project vicinity. After the closure, pedestrians and bicycle commuters accessing the Oaks Business Park from the two LAVTA bus stops on Jack London Boulevard can still use Voyager Street to access businesses fronting it as before, while non-vehicle commuters that previously used Discovery Drive will be able to detour east along Jack London Boulevard to the existing off-street trail. This detour adds approximately 0.15 to 0.2 miles but utilizes existing improved facilities throughout to get to the businesses and community park along the southern portion of Discovery Drive.



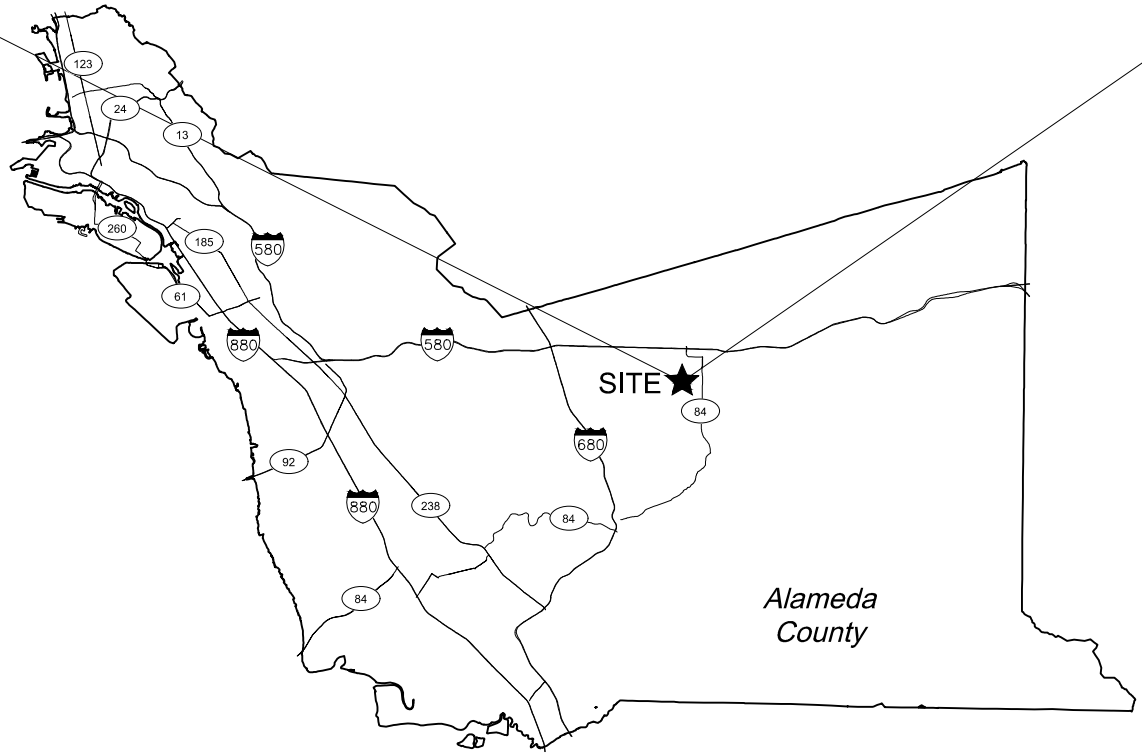
Section 2
Methodologies and Existing Conditions

Introduction and Project Description

The GILLIG Corporation operates a bus manufacturing facility at 451 Discovery Drive in Livermore, California. The facility currently consists of a manufacturing plant, an existing two-story office building, and associated surface parking on parcels on both the east and west sides of Discovery Drive. As shown in **Figure 1**, Discovery Drive is a north-south collector roadway that begins at Jack London Boulevard to the north and curves eastward, terminating at its intersection with Isabel Avenue.

GILLIG is proposing three improvements to expand and consolidate its campus operations. The proposed conceptual site plan is shown in **Figure 2**.

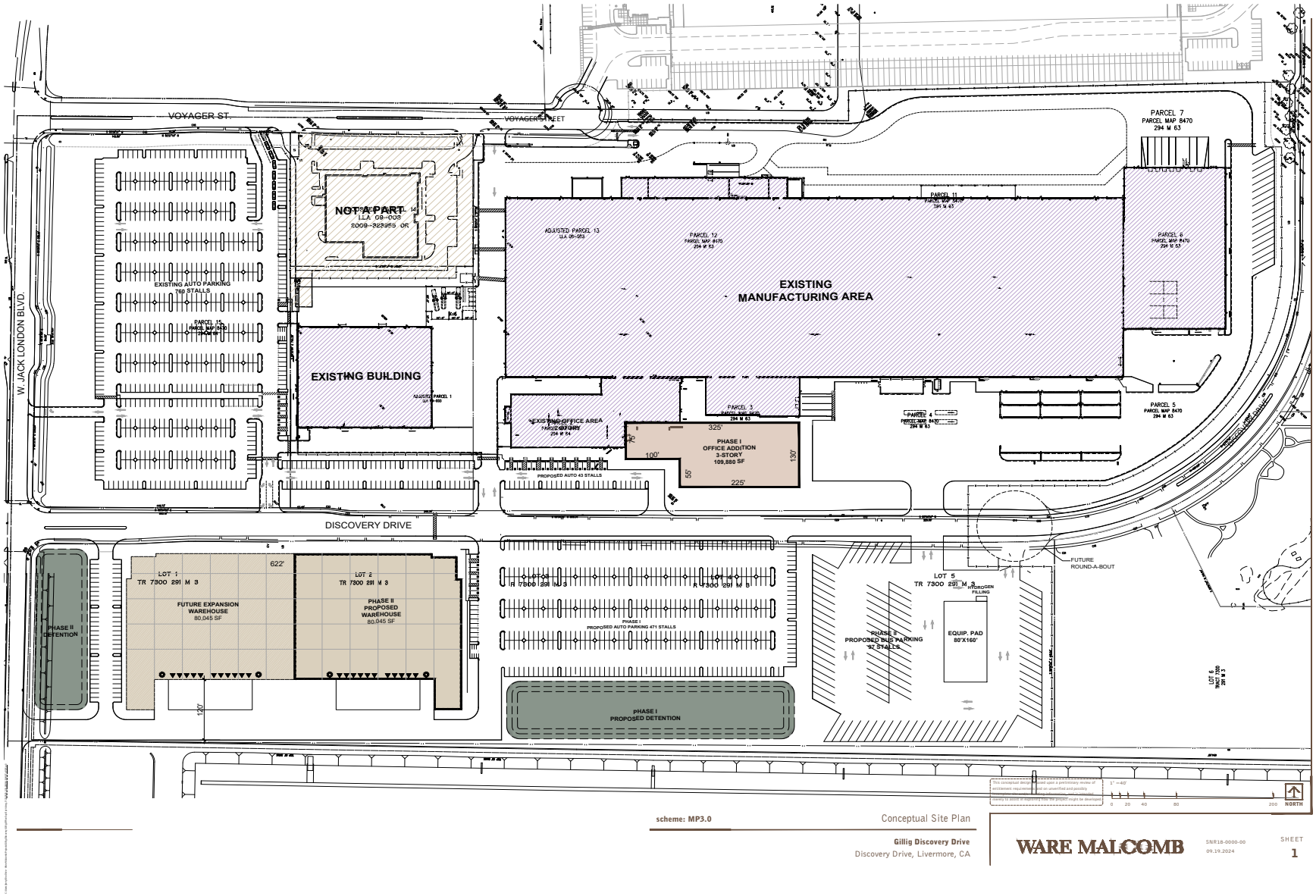




Site Vicinity Map

Figure
1

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scheme: MP3.0

Conceptual Site Plan

Gillig Discovery Drive
Discovery Drive, Livermore, CA

WARE MALCOMB

SNR18-0000-00
09.19.2024

SHEET
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Proposed Site Plan

Figure
2

RECEIVED FROM WARE MALCOMB : (05.26.2026)

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KITTELSON & ASSOCIATES

1.1 DISCOVERY DRIVE CLOSURE

GILLIG proposes to close Discovery Drive to through traffic between Jack London Boulevard and Isabel Avenue. Once closed, the segment would operate as a private cul-de-sac serving as site access for both parcels of the GILLIG campus, similar in function to the adjacent Voyager Street, which terminates in a cul-de-sac at the DHL supply building to the south.

The closure would eliminate the existing connection between Jack London Boulevard and Isabel Avenue via Discovery Drive. Traffic currently using Discovery Drive as a through route would be redirected to alternate routes, primarily Isabel Avenue and Jack London Boulevard.

1.2 WAREHOUSE EXPANSION

An 80,045 square-foot warehouse building is proposed on the west parcel of the GILLIG campus to accommodate the relocation of warehouse operations currently conducted at GILLIG's Eden Landing facility. Consolidating these operations at the Discovery Drive campus is a key driver of the closure, as it requires operational access across both sides of the property. The site plan also shows a future warehouse expansion area of equivalent size on the west parcel.

1.3 OFFICE ADDITION

A three-story, 110,000 square-foot office building addition is proposed adjacent to the existing two-story office structure on the east parcel. This expansion would support an increase in total on-site employment from approximately 250 employees to 490 employees, roughly doubling the workforce.

1.4 LAVTA DEVELOPMENT

Separate from the GILLIG project, the Livermore Amador Valley Transit Authority (LAVTA) is proposing a development in the study area. The City of Livermore requested that this TIA incorporate the traffic effects of the LAVTA project into the cumulative analysis scenarios, to provide a comprehensive picture of future traffic conditions in the area. The LAVTA project is evaluated using ITE-based trip generation and is added to the cumulative background volumes consistent with City direction. LAVTA project details and trip generation are described in Section 5.

Methodologies and Existing Conditions

2.1 IMPACT CRITERIA AND ANALYSIS STANDARDS

2.1.1 Intersection Level of Services Standards

A level of service (LOS) analysis is included for non-CEQA purposes to determine if local intersections operate acceptably and if the project would cause any negative effects on local roadway operations. This approach is consistent with the City's adopted thresholds of significance and screening criteria.

According to the City of Livermore's General Plan Goal CIR-5.1[1], the City has established the acceptable upper limit of LOS to be a mid-level D for signalized intersections, except in the Downtown Area and near freeway interchanges. For all-way stop-controlled intersections, LOS E is considered acceptable, and for two-way stop-controlled intersections, critical movements are allowed to experience delays of up to 90 seconds per vehicle.

2.1.1.1 SIGNALIZED INTERSECTIONS

Signalized intersection improvements should be identified if the project would degrade the AM or PM peak hour conditions from an acceptable LOS D or better under the No Project scenario to an unacceptable LOS E under the Plus Project scenario.

In addition, improvements should be identified at an intersection already operating at LOS E under an Existing or No Project scenario if the addition of Project traffic results in an increase of 5.0 seconds or more in the intersection's average control delay.

2.1.1.2 UNSIGNALIZED INTERSECTIONS

At unsignalized intersections, the need for improvements is based on LOS and delay, and whether any of the following are met:

- Traffic signal warrant, or
- Pedestrian signal warrant, or
- All-way stop warrant

Note that solely triggering a warrant does not trigger the need for an intersection improvement, but the City will at its discretion determine whether a signal should be installed, where warranted.

2.1.1.3 LEVEL OF SERVICE DEFINITIONS

In this report, LOS is based on the Highway Capacity Manual (HCM) 6th edition definitions, included as **Table 1** for ease of reference. The HCM methodology assigns an LOS grade to an intersection based on the delay

[1] City of Livermore General Plan. Adopted February 2004. Updated July 2021. https://www.livermoreca.gov/departments/community-development/planning/2003-2025-general-plan

for vehicles at the intersection, ranging from LOS A to LOS F; LOS A signifies very slight delay with no approach phase fully utilized, while LOS F signifies very high delays and congestion, frequent cycle failures, and long queues. For signalized and all-way stop-controlled intersections, the average control delay for all vehicles is assessed; for two-way stop-controlled intersections, the intersection approach with the highest delay is utilized.

Table 1. Intersection Level of Service Standards

Level of Service	Delay Per Vehicle (Seconds)	
	Signalized Intersection	Unsignalized Intersection
A	< 10.0	< 10.0
B	> 10.0 to 20.0	> 10.0 to 15.0
C	> 20.0 to 35.0	> 15.0 to 25.0
D	> 35.0 to 55.0	> 25.0 to 35.0
E	> 55.0 to 80.0	> 35.0 to 50.0
F	> 80.0	> 50.0

Source: Highway Capacity Manual, 6th Edition

2.1.1.4 STUDY INTERSECTIONS

A total of 4 study intersections (listed in **Table 2**) were selected for the purposes of this analysis. All study intersections are under the City of Livermore's jurisdiction. These study intersections were selected based on discussions with City Engineering staff and generally follow anticipated distribution of project vehicle trips. While traffic counts were collected at the three GILLIG driveways along Discovery Drive, the counts were used in the diversion analysis and since the closure would convert these to internal driveways, no intersection analysis was conducted.

Table 2. Study Intersections

#	Intersection	Traffic Control
1	Discovery Drive/ Jack London Boulevard	Signal
2	Voyager Street/ Jack London Boulevard	Signal
3	Isabel Avenue/ Jack London Boulevard	Signal
4	Isabel Avenue/ Discovery Drive	Signal

2.2 ANALYSIS SCENARIOS

Study intersection operations are evaluated under the six scenarios summarized in the Executive Summary. The near-term scenarios (Scenarios 1 through 3) compare project conditions against existing traffic volumes. The cumulative scenarios (Scenarios 4 through 6) compare project conditions against a future background that incorporates growth and development traffic from the City's approved SMP 39 and SMP 40 projects. The LAVTA project trips are added to all cumulative scenarios per City direction.

2.3 TRIP GENERATION METHODOLOGY

2.3.1 Discovery Drive Closure

The closure of Discovery Drive does not generate new vehicle trips. It redirects existing through-traffic vehicles traveling between Jack London Boulevard and Isabel Avenue via Discovery Drive to alternate routes. Origin-destination data collected during field counts were used to quantify the volume of through-traffic on Discovery Drive that would be diverted. These vehicles were reassigned to the most logical alternate routing via Jack London Boulevard and Isabel Avenue, as described in Section 3.

2.3.2 Warehouse Expansion

The proposed warehouse expansion involves relocating existing GILLIG warehouse operations from the Eden Landing facility to the Discovery Drive campus. Because no ITE land use code was identified as a directly applicable analog for this type of specialized manufacturing-support warehouse, the study team worked with the City to develop an alternative approach: turning movement counts collected at the Eden Landing facility are used as the project trip input for the warehouse component.

This methodology reflects the actual trip-making characteristics of the operation being relocated, rather than a generalized ITE rate, and was accepted by the City as the most representative approach given the operational specificity of GILLIG's warehouse activities.

2.3.3 Office Addition

The proposed office addition would approximately double on-site employment from 250 to 490 employees. Existing driveway count data collected at the GILLIG site were used as the basis for trip generation. To conservatively represent the doubling of employees, the AM and PM peak hour driveway volumes were doubled. This produces an upper-bound estimate of employee trip generation for the office expansion and was reviewed and accepted by the City as a reasonable methodology.

2.3.4 LAVTA Development

Trip generation for the LAVTA project was estimated using ITE Trip Generation rates for the following land uses:

- ITE Land Use Code 710 — General Office Building

- ITE Land Use Code 140 — Manufacturing

Trip distribution was based on regional directional split assumptions consistent with travel patterns in the study area. The resulting LAVTA peak hour trips were assigned to the study intersection network and added to the cumulative background volumes in Scenarios 4 through 6.

2.4 EXISTING NETWORK

The roadway system in the project vicinity consists of arterial, collector, and local roadways that serve local and regional traffic demand. The vehicular facilities in the study area are discussed below.

2.4.1 Roadways

2.4.1.1 ARTERIAL ROADWAYS

Isabel Avenue (State Route 84) is a north–south Principal Arterial and designated state route that connects I-580 to Stanley Boulevard and southern Livermore. In the vicinity of the project site, Isabel Avenue is a six-lane divided roadway with a posted speed limit of 50 mph. Medians are provided to separate opposing directions of travel and left-turn pockets are striped at major intersections. No sidewalks are present on both sides, and Class II bicycle lanes are striped in the North leg. Isabel Avenue provides primary regional access to the GILLIG facility and the surrounding employment area.

Jack London Boulevard is an east–west Principal Arterial extending from Isabel Avenue to El Charro Road. In the project vicinity, Jack London Boulevard is a four-lane divided roadway with a posted speed limit of 40 mph. Travel lanes are generally 12 feet wide, with raised medians separating directions of travel. Left-turn lanes are provided at intersecting streets, including Discovery Drive and Voyager Street. Striped Class II bicycle lanes are available along both sides of the roadway. Sidewalk are present only on the eastbound of the roadway. Jack London Boulevard serves as the primary east–west access to the project site

2.4.1.2 COLLECTOR ROADWAYS

Discovery Drive is a north–south Collector roadway that extends from Jack London Boulevard and curves eastward to Isabel Avenue. The roadway is currently a two-lane facility with a posted speed limit of 25 mph. Curb-to-curb width is approximately 40 feet. Sidewalks are present on both sides of the roadway, and bicycle travel is accommodated in shared lanes. In the study area, Discovery Drive primarily provides site access to the GILLIG property and also serves the businesses to the south (FM Industries, Tesla Warehouse, DraxlMaier Group, and the recently constructed SMP40 warehouses) and will be closed to through-traffic under the proposed project.

Voyager Street is a north–south Collector roadway that begins at Jack London Boulevard and terminates in a cul-de-sac south of the DHL supply building. The roadway is two lanes wide with a curb-to-curb width of approximately 36 feet. On-street parking is generally restricted near intersections and driveways. Sidewalks are provided, but no designated bicycle facilities are striped. Voyager Street functions as a local access road for adjacent industrial and warehouse uses.

2.4.2 Transit Service

The transit system in the study area consists of local bus service provided by Livermore Amador Valley Transit Authority (LAVTA), also known as Wheels. Wheels provides fixed-route bus service throughout Livermore, Pleasanton, and Dublin, with connections to the Dublin/Pleasanton BART Station located approximately 5 miles west of the project site.

Several Wheels routes operate along Isabel Avenue and Jack London Boulevard in the project vicinity. The nearest bus stops are located along Jack London Boulevard to the west of Discover Dr and opposite to Voyager St. These stops provide access to Route 14, which connect riders to downtown Livermore, Lawrence Livermore National Laboratory (LLNL), and the Dublin/Pleasanton BART Station

2.4.3 Pedestrian and Bicycle Facilities

The study area contains several facilities that support walking and bicycling. Sidewalks are provided along all major roadways in the project vicinity, including Isabel Avenue, Jack London Boulevard, Discovery Drive, and Voyager Street. Pedestrian crossings are marked at signalized intersections, with pedestrian signal heads provided at Isabel Avenue/Jack London Boulevard and Isabel Avenue/Discovery Drive.

The bicycle network in the study area consists of a mix of striped lanes, multi-use trails, and shared facilities. Bicycle facilities are categorized into four types, as described below:

- **Class I Bikeway (Bike Path).** A paved right-of-way for bicycle travel that is completely separate from any street or highway.
- **Class II Bikeway (Bike Lane).** A striped and stenciled lane for one-way bicycle travel on a street or highway. This may include buffered lanes.
- **Class III Bikeway (Bike Route).** A signed route where bicyclists share the roadway with vehicles, sometimes marked with shared-lane markings (sharrows).
- **Class IV Bikeway (Separated Bike Lane).** A bikeway for the exclusive use of bicycles, physically separated from vehicle traffic by posts, barriers, or on-street parking.

The existing bicycle facilities in the study area include:

- **Class II Bike Lanes** along Jack London Boulevard, both eastbound and westbound, connecting to Isabel Avenue.
- **Class II Bike Lanes** on Isabel Avenue in both directions.

The future bicycle facilities planned (already constructed up to Isabel Avenue) in the study area include:

- **Class I Trail** west of Discovery Drive that extends south through the SMP 40 development area, providing an off-street connection to Isabel Avenue. Future Plans call for the extension of this trail as an underpass to Isabel Avenue eventually connecting to Arroyo Bike Trail.

According to the City of Livermore Active Transportation Plan (2024)[2], several bicycle and pedestrian improvements are planned in the project area. Of particular relevance is the recently completedT-19 multi-use trail connection, which links the SMP 40 development and Discovery Drive area to Isabel Avenue

[2] City of Livermore Active Transportation Plan. Interim update 2024.
https://www.livermoreca.gov/home/showpublisheddocument/12095/638672797306130000

via an off-street path. This facility will provide enhanced multimodal connectivity for bicyclists and pedestrians accessing GILLIG and surrounding properties and would serve as an alternative multimodal option when Discovery Drive is closed.

2.5 EXISTING TRAFFIC VOLUMES

Intersection turning movement counts and roadway volumes were collected at the study intersections and project driveways. Counts were conducted on Thursday, March 27th, 2025 for both, AM (7:00–9:00 AM) and PM (4:00–6:00 PM) peak periods to capture the highest traffic activity. Data collection included all modes: automobiles, heavy trucks, bicycles, and pedestrians.

The following data were collected for this study:

- **Intersection turning movement counts** at four study intersections and three GILLIG driveways.
- **Average Daily Traffic (ADT)** counts on two roadway segments in the southern end of the project vicinity to assess through-traffic diversion patterns and quantify the proportion of local versus pass-through traffic on Discovery Drive.

These datasets provide the basis for evaluating existing conditions and estimating project-related traffic diversions. The GILLIG driveway counts, in particular, allow for an assessment of the current trip generation to and from the site, which is critical for understanding how operations may shift following the proposed closure of Discovery Drive. **Figure 3** illustrates the existing lane configurations and traffic control devices at the study intersections. **Figure 4** and **Figure 5** shows the peak hour traffic volumes at the study intersections.

2.5.1 Existing Traffic Volumes on Discovery Drive

Traffic counts were collected on Discovery Drive at the proposed closure location to quantify the volume of through-traffic that would be diverted to alternate routes. A 24-hour count was conducted in both directions to capture the daily traffic profile and identify peak usage periods.

The 24-hour count profile revealed that Discovery Drive experiences relatively consistent traffic volumes throughout the day, with modest peaks during traditional commute hours. However, the highest observed volumes occurred outside the standard AM and PM peak commute periods, likely due to construction traffic associated with the nearby SMP 40 development and industrial/manufacturing traffic with non-traditional work schedules that utilize Discovery Drive for early morning shifts or midday operations.

During the weekday 24-hour period, the following through-traffic volumes were observed on Discovery Drive:

- ADT count of 511 vehicles was collected in the northbound direction
- ADT count of 527 vehicles was collected in the southbound direction

During the weekday highest counted peak hours, the following through-traffic volumes were observed on Discovery Drive:

- AM Peak (4:00-5:00 AM): 41 vehicles per hour northbound
- PM Peak (1:00-2:00 AM): 41 vehicles per hour northbound

- AM Peak (10:00-11:00 AM): 27 vehicles per hour southbound
- PM Peak (1:00-2:00 AM): 89 vehicles per hour southbound

During the weekday peak commute hours, the following through-traffic volumes were observed on Discovery Drive:

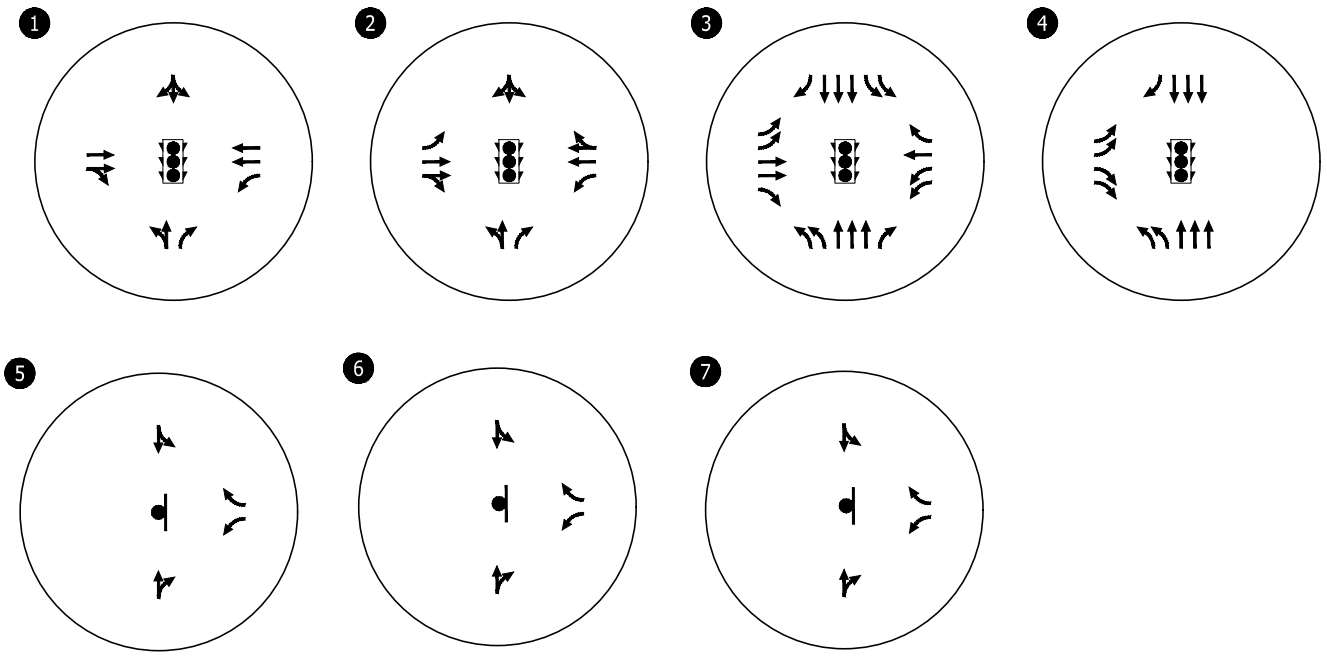
- AM Peak Hour (8:00-9:00 AM): 24 vehicles per hour southbound, 26 vehicles per hour northbound
- PM Peak Hour (4:00-5:00 PM): 23 vehicles per hour southbound, 27 vehicles per hour northbound

Note: While higher traffic volumes were recorded during off-peak periods, likely for early morning commutes to manufacturing or construction jobs, or for midday lunch periods, the peak commute hour volumes were used as the basis for this analysis consistent with City of Livermore Level of Service evaluation requirements, which focus on intersection performance during the weekday AM and PM peak hours since these hours usually exhibit the higher overall intersection volumes, delays and queues.

These Discovery Drive through-traffic volumes, in combination with the GILLIG driveway counts, formed the basis for developing the traffic diversion scenarios under the Existing Plus Closure Project conditions. The southbound and northbound through-movements were reassigned to Isabel Avenue and Jack London Boulevard in both directions to evaluate the operational impacts of eliminating the Discovery Drive connection.

Supporting materials are provided in the appendices, **Appendix A** – Field-collected Turning Movement Count Worksheets and 24-hour volume profile.



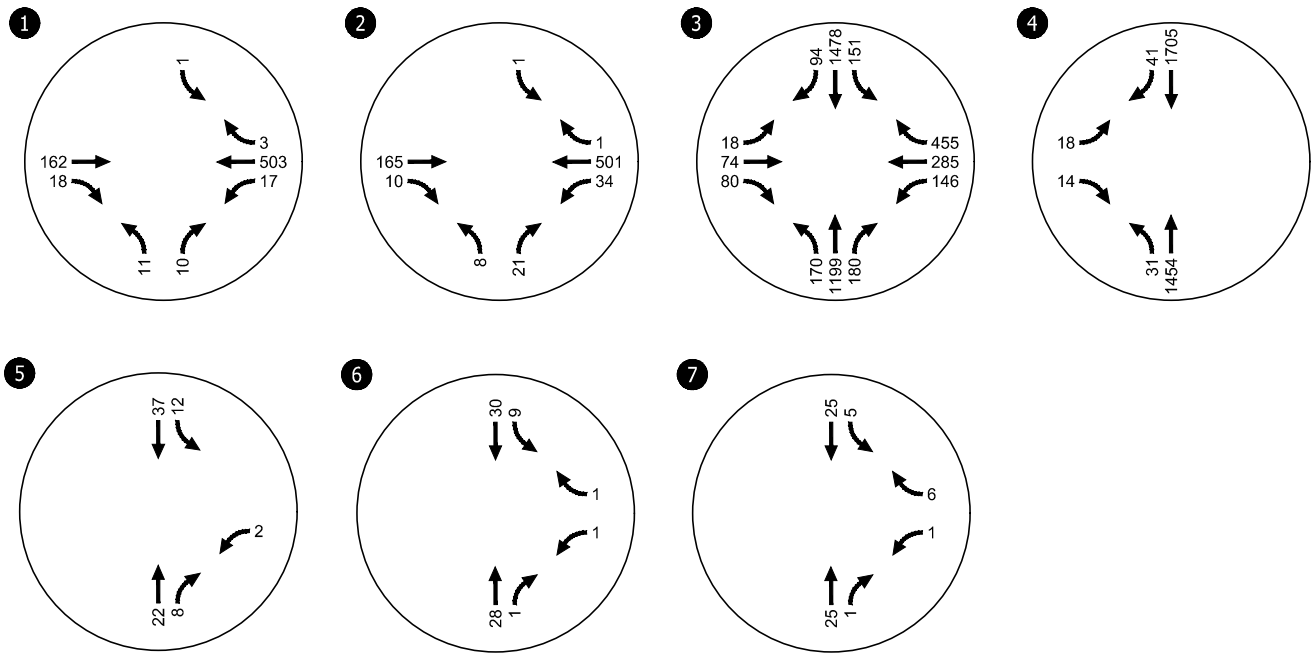


Existing Lane Configurations
& Traffic Control Devices
Livermore, CA

Figure
3

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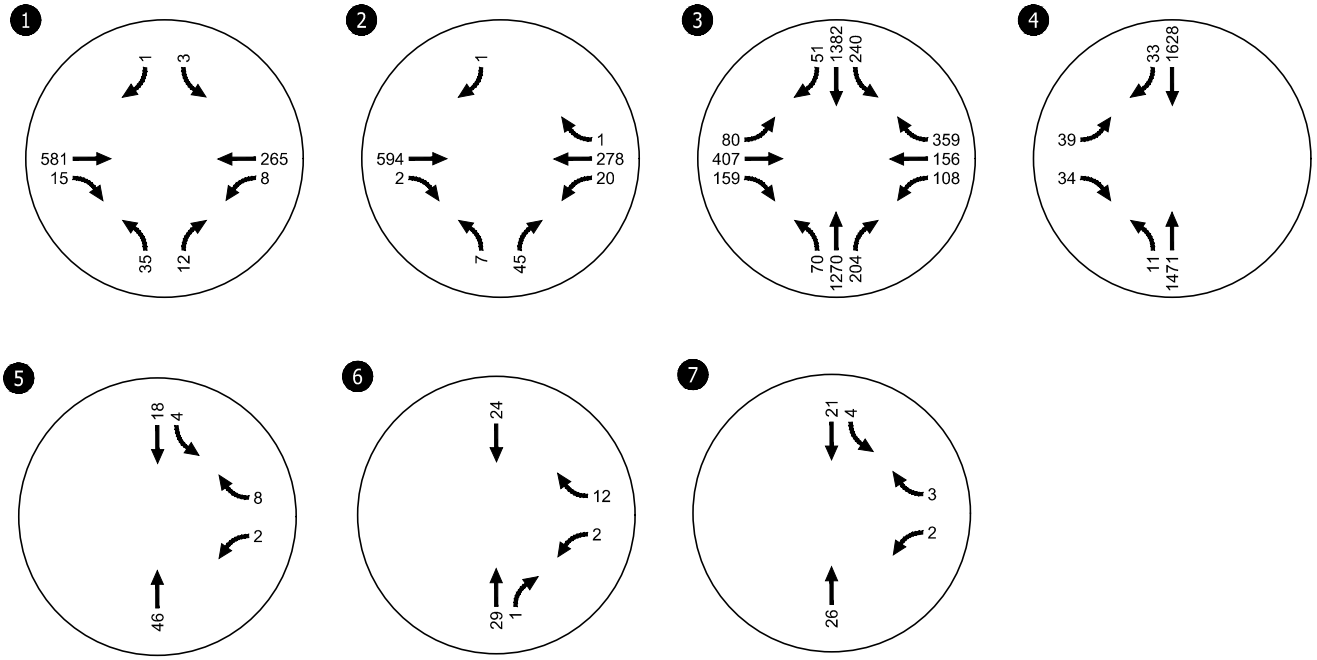


AM Peak
Existing Turning Movement Counts
Livermore, CA

Figure
4

H:\31\31541 - Livermore Gillig Discovery Rd Close TIA\report\figs\31541 Gillig Figures.dwg May 27, 2026 - 5:17pm - pbalan Layout Tab: Figure4





PM Peak
Existing Turning Movement Counts
Livermore, CA

Figure
5

H:\31\31541 - Livermore Gillig Discovery Rd Close TIA\report\figs\31541 Gillig Figures.dwg May 27, 2026 - 5:17pm - pbalan Layout Tab: Figure5

2.6 EXISTING TRAFFIC OPERATIONS AND PERFORMANCE

LOS at the study intersections were evaluated based on the HCM 7th Edition methodology, as implemented in the Synchro 12 software package. LOS analysis was performed for the weekday AM and PM peak hours.

Table 3 provides a summary of the existing conditions level of service. **Appendix B** contains the Existing Conditions LOS Worksheets.

As shown in Table 3, all study intersections operate acceptably (LOS D or better) under Existing conditions during the AM and PM peak hours. Note, intersection LOS was not conducted at the three GILLIG driveways along Discovery Drive.

Table 3. Existing Conditions Level of Service

#	Intersection	Traffic Control	Weekday AM		Weekday PM	
			Delay (Sec)	LOS	Delay (Sec)	LOS
1	Discovery Drive/ Jack London Boulevard	Signal	6.1	A	8.5	A
2	Voyager Street/ Jack London Boulevard	Signal	6.5	A	8.8	A
3	Isabel Avenue/ Jack London Boulevard	Signal	38.0	D	34.6	C
4	Isabel Avenue/ Discovery Drive	Signal	6.9	A	7.4	A

Source: Kittelson & Associates, Inc. 2026
Note: **Bold** signifies unacceptable operations.

The 95th percentile queues at the study intersections were reviewed to identify locations where these may exceed the available storage, for informational purposes. The 95th percentile queue lengths represent queues that have only a 5% probability of exceeding the available storage lengths. This measure is typically used in traffic engineering as a conservative measure of queuing and since it only has a 5% probability of being exceeded, the average driver would likely experience shorter queue lengths than what is being reported.

For through movements and turning movements without a dedicated lane, the available storage is assumed to be the distance from the stop bar to the departure point of the nearest upstream stop-controlled or signalized intersection. For turning movements with an exclusive turn lane, the length of the turn bay is assumed to be the available storage.

Table 4 details the queue lengths of the respective movements against their available storage capacity at the 95th percentile demand level under Existing conditions. **Appendix B** contains the Existing Conditions Synchro Queue Worksheets.

Table 4. Existing Conditions Queue Lengths

Intersection	Peak	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
1. Discovery Drive and Jack London Blvd	**Storage**	***NA***	***Cont.***	***NA***	***200***	***700***	***NA***	***400***	***NA***	***400***	***NA***	***NA***	***NA***
	AM	-	44	-	24	78	-	18	-	0	-	-	-
	PM	-	142	-	14	42	-	34	-	0	-	-	-
2. Voyager Street and Jack London Blvd	**Storage**	***NA***	***700***	***NA***	***300***	***970***	***NA***	***350***	***NA***	***350***	***NA***	***NA***	***NA***
	AM	-	42	-	38	71	-	15	-	0	-	-	-
	PM	-	137	-	24	4	-	12	-	0	-	-	-
3. Isabel Avenue and Jack London Blvd	**Storage**	***200***	***970***	***450***	***215***	***800***	***800***	***290***	***Cont.***	***340***	***275***	***Cont.***	***250***
	AM	23	52	11	113	352	388	131	448	54	119	604	21
	PM	51	208	59	64	176	276	46	351	54	128	387	0
4. Isabel Avenue and Discovery Dr	**Storage**	***Cont.***	***NA***	***290***	***NA***	***NA***	***NA***	***275***	***Cont.***	***NA***	***NA***	***Cont.***	***200***
	AM	11	-	8	-	-	-	16	89	-	-	233	15
	PM	18	-	11	-	-	-	8	90	-	-	216	13

Source: Kittelson & Associates, Inc. 2026

Note: **Red cells** signifies exceeded queueing storage capacity. NA represents the movement is not applicable . Cont. represents continuous storage primarily for through lanes.



Section 3
Scenario 2: Existing Plus Project Traffic Conditions

Existing Plus Project Conditions

3.1 EXISTING PLUS PROJECT TRAFFIC VOLUMES

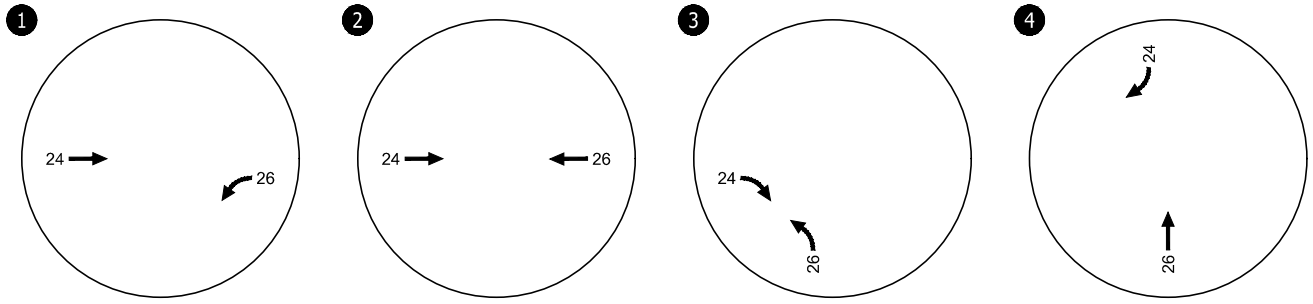
To evaluate the effects of the proposed closure of Discovery Drive, the existing peak hour traffic volumes were reassigned to reflect the rerouting of through-traffic. The reassignment accounts for the closure of the south leg of Discovery Drive at Jack London Boulevard, which eliminates direct southbound and westbound through movements.

The following volume adjustments were applied:

- **Southbound Discovery Drive traffic** – Vehicles traveling southbound on Discovery Drive were rerouted to continue eastbound through the Discovery Drive/Jack London Boulevard intersection and Voyager Avenue /Jack London Boulevard intersection. These vehicles were then reassigned as eastbound right-turn movements at the Isabel Avenue/Jack London Boulevard intersection to continue south on Isabel Avenue. Some trips would then reenter Discovery Drive to access the business in the south.
- **Northbound left traffic entering Isabel Avenue/Discovery Drive** – Vehicles entering from the south leg at Isabel Avenue/Discovery Drive were reassigned to continue going Northbound through Isabel Avenue/Discovery Drive and Northbound left at Isabel Avenue/Jack London Boulevard intersections to continue westbound left on Discovery Drive

All other volumes at the study intersections remained unchanged under the Existing Plus Closure condition. **Figure 6** and **Figure 7** illustrates the reassigned traffic volumes and their respective trip assignments for each peak period.



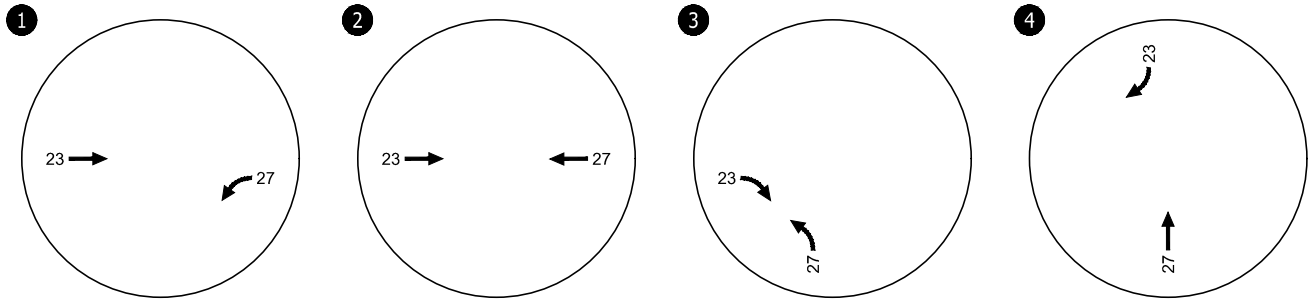


AM Peak
Trip Assignment - Closure of Discovery Drive
Livermore, CA

Figure
6

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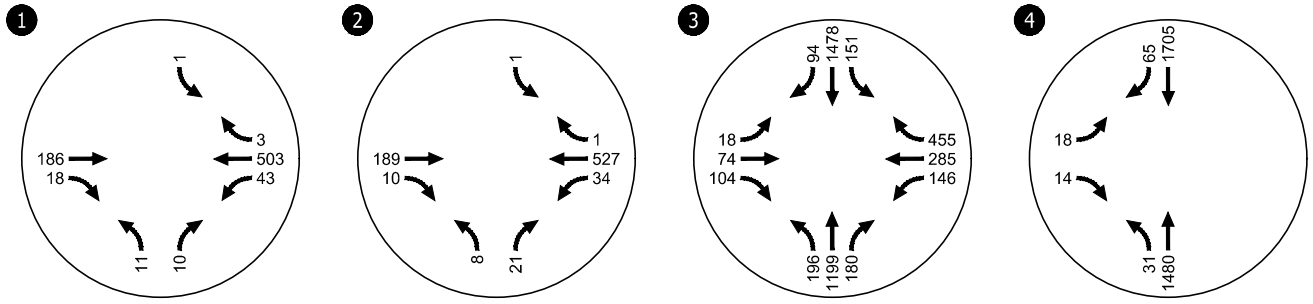


PM Peak
Trip Assignment - Closure of Discovery Drive
Livermore, CA

Figure
7

H:\31\31541 - Livermore Gillig Discovery Rd Close TIA\report\figs\31541 Gillig Figures.dwg May 21, 2026 - 10:14am - pbalan Layout Tab: Figure7



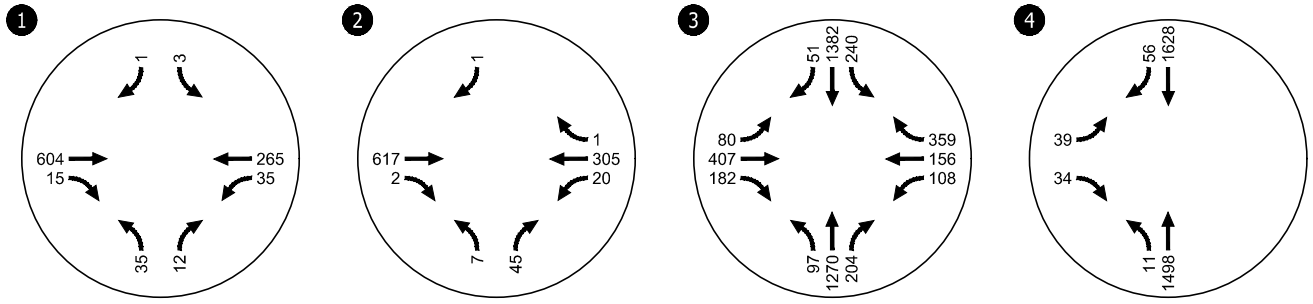


AM Peak
Existing Plus Closure Project Traffic Volumes
Livermore, CA

Figure
8

H:\31\31541 - Livermore Gillig Discovery Rd Close TIA\report\figs\31541 Gillig Figures.dwg May 21, 2026 - 10:18am - pbalan Layout Tab: Figure8





PM Peak
Existing Plus Closure Project Traffic Volumes
Livermore, CA

Figure
9

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3.2 TRAFFIC OPERATIONS AND PERFORMANCE

LOS at the study intersections were evaluated under the Existing Plus Project scenario using the HCM 7th Edition methodology, as implemented in the Synchro 12 software package. LOS analysis was performed for the weekday AM and PM peak hours, consistent with the Existing conditions evaluation.

Table 5 provides a summary of the intersection level of service results with the closure in place. **Appendix C** contains the Existing Plus Closure Project LOS Worksheets.

As shown in Table 5, all study intersections continue to operate acceptably (LOS D or better) during both the AM and PM peak hours under the closure scenario. The rerouting of traffic to Isabel Avenue and Jack London Boulevard slightly increases delay at the Isabel Avenue/Jack London Boulevard intersection; however, this increase does not result in degradation to an unacceptable LOS.

Table 5. Existing Plus Closure Project Level of Service

#	Intersection	Traffic Control	Weekday AM		Weekday PM	
			Delay (Sec)	LOS	Delay (Sec)	LOS
1	Discovery Drive/ Jack London Boulevard	Signal	6.5	A	9.4	A
2	Voyager Street/ Jack London Boulevard	Signal	6.6	A	8.7	A
3	Isabel Avenue/ Jack London Boulevard	Signal	38.2	D	35.3	D
4	Isabel Avenue/ Discovery Drive	Signal	6.9	A	7.4	A

Source: Kittelson & Associates, Inc. 2026
Note: **Bold** signifies unacceptable operations.

Table 6 summarizes the queue lengths of the respective movements against their available storage capacity at the 95th percentile demand level. Compared to Existing conditions, queues increase modestly at the Isabel Avenue/Jack London Boulevard intersection due to the diversion of southbound Discovery Drive traffic; however, all these increases remain within available storage for all movements.

Detailed Synchro queue reports for the Existing Plus Closure Project are included in **Appendix C**.

Table 6. Existing Plus Closure Project Queue Lengths

Intersection	Peak	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
	Storage	***NA***	***Cont.***	***NA***	***200***	***700***	***NA***	***400***	***NA***	***400***	***NA***	***NA***	***NA***
1. Discovery Drive and Jack London Blvd	AM	-	52	-	45	78	-	18	-	0	-	-	-
	PM	-	152	-	36	41	-	35	-	0	-	-	-
	Storage	***NA***	***700***	***NA***	***300***	***970***	***NA***	***350***	***NA***	***350***	***NA***	***NA***	***NA***
2. Voyager Street and Jack London Blvd	AM	-	47	-	38	75	-	15	-	0	-	-	-
	PM	-	143	-	24	43	-	13	-	0	-	-	-
	Storage	***200***	***970***	***450***	***215***	***800***	***800***	***300***	***Cont.***	***340***	***275***	***Cont.***	***250***
3. Isabel Avenue and Jack London Blvd	AM	23	53	34	114	358	394	149	447	53	120	614	22
	PM	51	208	63	64	176	276	59	351	54	128	387	0
	Storage	***Cont.***	***NA***	***290***	***NA***	***NA***	***NA***	***275***	***Cont.***	***NA***	***NA***	***Cont.***	***200***
4. Isabel Avenue and Discovery Dr	AM	11	-	8	-	-	-	16	91	-	-	233	20
	PM	18	-	11	-	-	-	8	93	-	-	216	18

Source: Kittelson & Associates, Inc. 2026

Note: **Red cells** signifies exceeded queueing storage capacity. NA represents the movement is not applicable. Cont. represents continuous storage primarily for through lanes.



Section 4
Scenario 3: Existing Plus Project +Buildout

Existing Plus Project + Buildout Conditions

4.1 TRAFFIC VOLUME DEVELOPMENT

4.1.1 Discovery Drive Closure Diversions

Discovery Drive through-traffic is reassigned to alternate routes consistent with the methodology described in Section 3.1.

4.1.2 Buildout Trips

Turning movement counts collected at the Eden Landing facility were applied as project trip inputs at the GILLIG site driveways, representing the warehouse operations being relocated to the Discovery Drive campus. The Eden Landing peak hour trip volumes were 6 trips in the AM Peak and 24 trips in the PM Peak. **Appendix G** contains the collected turning movement counts at the Eden Landing Facility. As previously described, existing GILLIG driveway counts were doubled to represent the approximate doubling of on-site employees from 250 to 490 (42 trips in AM Peak, 36 trips in PM Peak). The resulting doubled driveway volumes represent the project trip generation increment from the office addition and are added to the site driveway approach volumes in the traffic model. The trip assignment for total buildout is visualized in **Figure 10** and **Figure 11**.

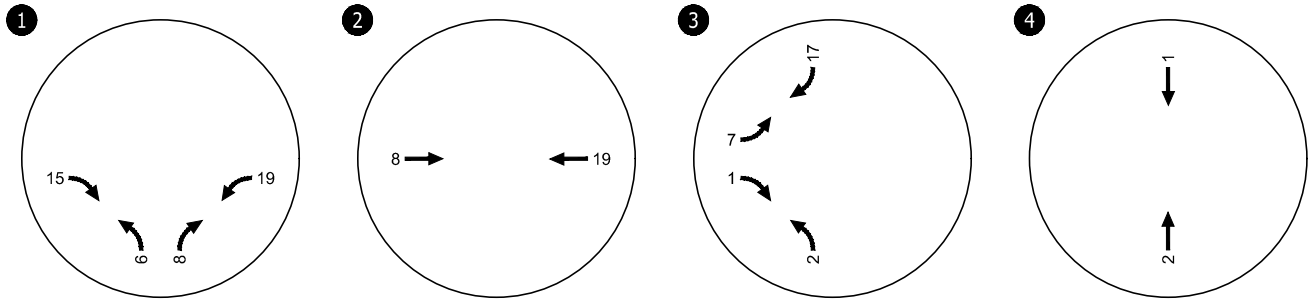
Trip distribution for the buildout trips is based on similar local and regional travel patterns as the existing GILLIG site, based on similar access to the site. The following buildout assumptions are made for trip distribution,

- **Warehouse buildout trips (former Hayward Eden Landing operations)**
  Warehouse trips are distributed primarily via truck routes, with the majority accessing Isabel Avenue via Jack London Boulevard:
  - At Discovery Drive: 30% westbound, 70% eastbound
  - At Isabel Avenue/Jack London Boulevard: 70% northbound (toward I-580), 30% southbound
- **Employee buildout trips (office addition)**
  Employee trips are distributed between westbound and eastbound on Jack London Boulevard, then split evenly at Isabel Avenue
  - At Discovery Drive: 25% westbound, 75% eastbound
  - At Isabel Avenue/Jack London Boulevard: 50% northbound, 50% southbound

4.1.3 Total Project Volumes

The three trip components: closure diversions, warehouse trips, and office addition trips are combined and applied to the existing background volumes to develop the Existing Plus Project Plus Buildout scenario volumes. **Figure 12** and **Figure 13** illustrates the resulting traffic volumes.



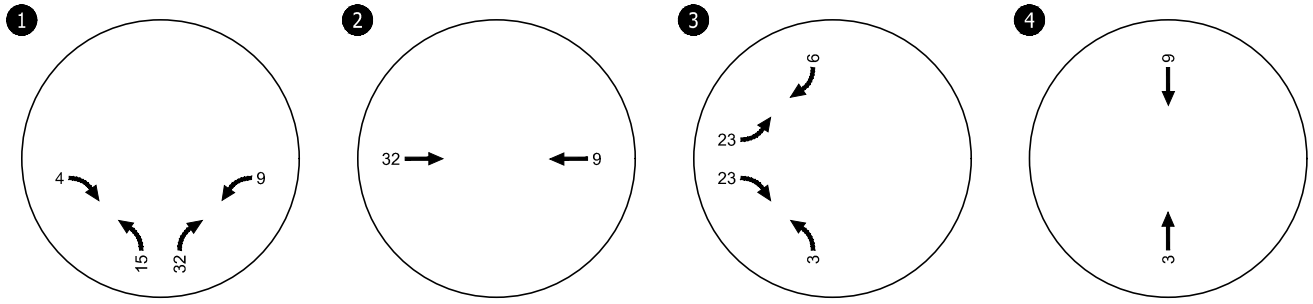


AM Peak
Trip Assignment - Buildout Trips
Livermore, CA

Figure
10

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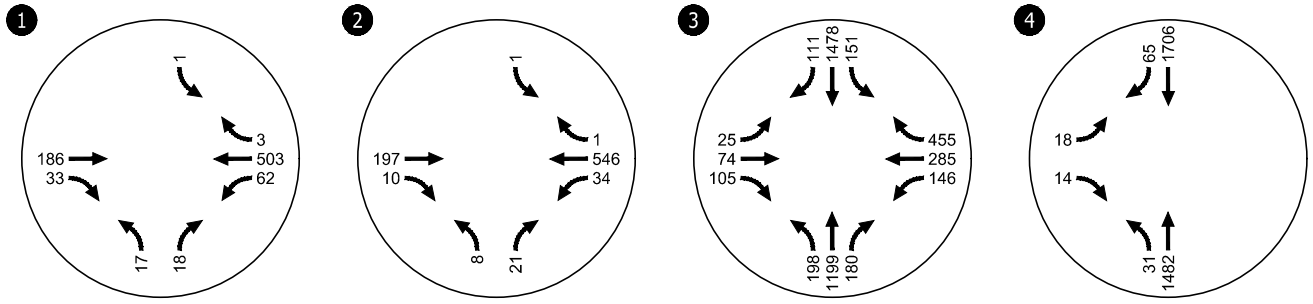


PM Peak
Trip Assignment - Buildout Trips
Livermore, CA

Figure
11

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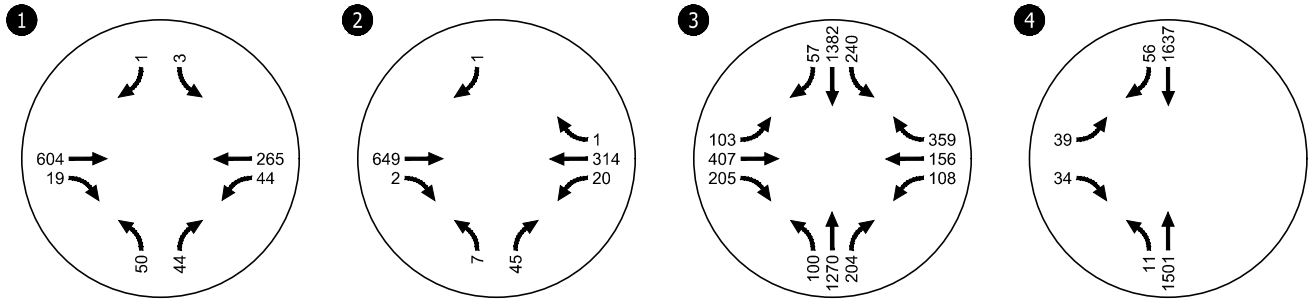


AM Peak
Existing Plus Closure Plus Buildout Traffic Volumes
Livermore, CA

Figure
12

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PM Peak
Existing Plus Closure Plus Buildout Traffic Volumes
Livermore, CA

Figure
13

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4.2 TRAFFIC OPERATIONS AND PERFORMANCE

Intersection operations under Existing Plus Project Plus Buildout were evaluated during the weekday AM and PM peak hours. Table 7 provides a summary of the intersection level of service with the closure and buildout in place. **Appendix D** contains the Existing Plus Project Plus Buildout LOS worksheets.

As shown in **Table 7**, most intersections are projected to operate at LOS D or better under both cumulative and cumulative plus project closure scenarios.

Table 7. Existing Plus Closure Project + Buildout Level of Service

#	Intersection	Traffic Control	Weekday AM		Weekday PM	
			Delay (Sec)	LOS	Delay (Sec)	LOS
1	Discovery Drive/ Jack London Boulevard	Signal	7.4	A	11.0	B
2	Voyager Street/ Jack London Boulevard	Signal	6.6	A	8.7	A
3	Isabel Avenue/ Jack London Boulevard	Signal	40.5	D	35.9	D
4	Isabel Avenue/ Discovery Drive	Signal	6.9	A	7.4	A

Source: Kittelson & Associates, Inc. 2026
Note: **Bold** signifies unacceptable operations.

Table 8 summarizes the queue lengths of the respective movements against their available storage capacity at the 95th percentile demand level. Queues of all movements are expected to be within their available storage lengths.

Detailed Synchro queue reports for the Existing Plus Project Plus Buildout are included in **Appendix D**.

Table 8. Existing Plus Closure Project + Buildout Queue Lengths

Intersection	Peak	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
	Storage	***NA***	***Cont.***	***NA***	***200***	***700***	***NA***	***400***	***NA***	***400***	***NA***	***NA***	***NA***
1. Discovery Drive and Jack London Blvd	AM	-	56	-	59	78	-	24	-	0	-	-	-
	PM	-	156	-	44	41	-	47	-	6	-	-	-
	Storage	***NA***	***700***	***NA***	***300***	***970***	***NA***	***350***	***NA***	***350***	***NA***	***NA***	***NA***
2. Voyager Street and Jack London Blvd	AM	-	48	-	38	78	-	15	-	0	-	-	-
	PM	-	150	-	24	44	-	13	-	0	-	-	-
	Storage	***200***	***970***	***450***	***215***	***800***	***800***	***300***	***Cont.***	***340***	***275***	***Cont.***	***250***
3. Isabel Avenue and Jack London Blvd	AM	29	53	35	114	358	412	150	447	53	120	614	36
	PM	61	208	67	64	176	276	61	351	54	128	387	0
	Storage	***Cont.***	***NA***	***290***	***NA***	***NA***	***NA***	***275***	***Cont.***	***NA***	***NA***	***Cont.***	***200***
4. Isabel Avenue and Discovery Dr	AM	11	-	8	-	-	-	16	91	-	-	244	20
	PM	18	-	11	-	-	-	8	93	-	-	217	18

Source: Kittelson & Associates, Inc. 2026

Note: **Red cells** signifies exceeded queueing storage capacity NA represents the movement is not applicable. Cont. represents continuous storage primarily for through lanes.



Section 5
Scenario 4: Cumulative No-Build

Cumulative No-Build Conditions

5.1 TRAFFIC VOLUME DEVELOPMENT

Cumulative background volumes were developed from the SMP 39 and SMP 40 travel demand forecasts provided by the City of Livermore. These forecasts represent growth associated with approved and planned developments in the project area for the year 2040 and are used as the basis for all cumulative scenario analyses in this study.

5.1.1 LAVTA Development Trip Generation and Assignment

LAVTA development's trip generation was also added to the Cumulative No-Build scenario. Trip generation for the LAVTA project was estimated using ITE rates for Land Use Code 710 (General Office Building) and Land Use Code 140 (Manufacturing). Trip distribution was based on regional directional splits consistent with existing travel patterns. Peak hour trip estimates are summarized in **Table 9**.

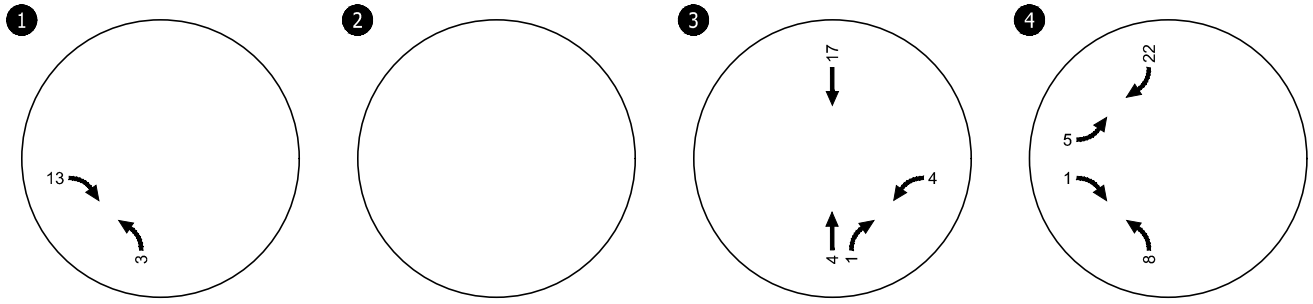
Table 9. LAVTA Project Trip Generation

ITE Code	Sq ft.	Weekday AM			Weekday PM		
		Total	Entry	Exit	Total	Entry	Exit
710	22,426	28	24	4	26	4	22
140	32,634	24	19	5	25	7	18
Total Trips		**52**	**43**	**9**	**51**	**11**	**40**

Source: Kittelson & Associates, Inc. 2026

The trip assignment for the LAVTA development is visualized in **Figure 14** and **Figure 15**. LAVTA project trips were assigned to the study intersection network and added to the cumulative background volumes to develop the Cumulative No-Build scenario volumes. **Figure 16** and **Figure 17** illustrates the resulting Cumulative Plus LAVTA traffic volumes.



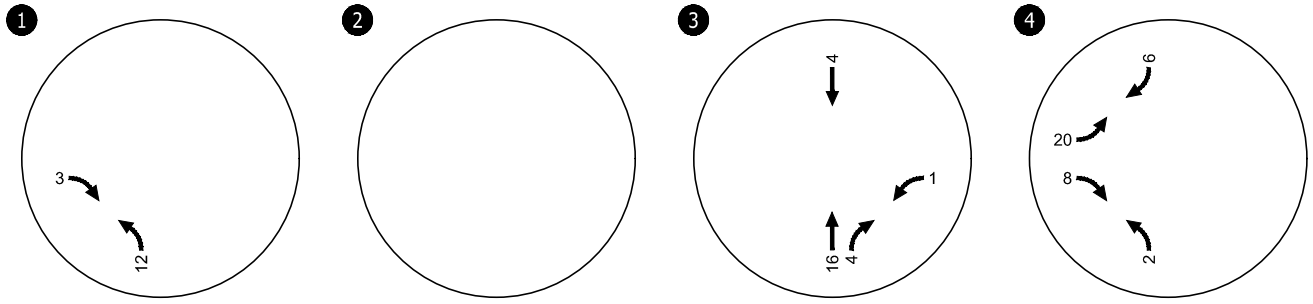


AM Peak
Trip Assignment - LAVTA
Livermore, CA

Figure
14

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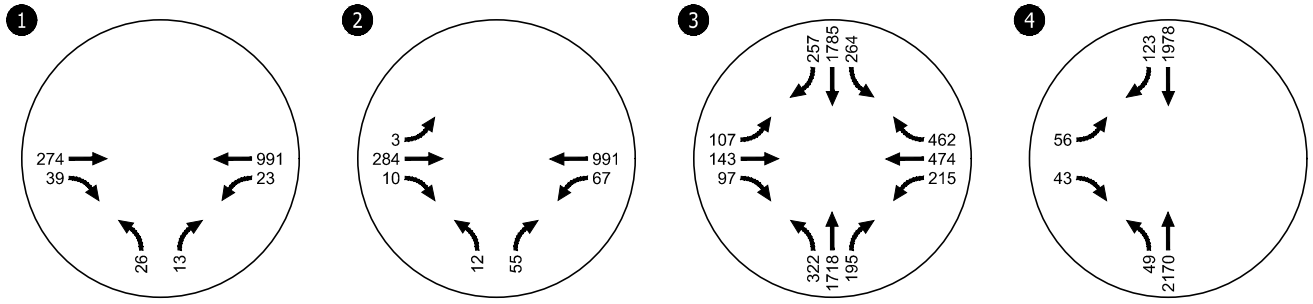


PM Peak
Trip Assignment - LAVTA
Livermore, CA

Figure
15

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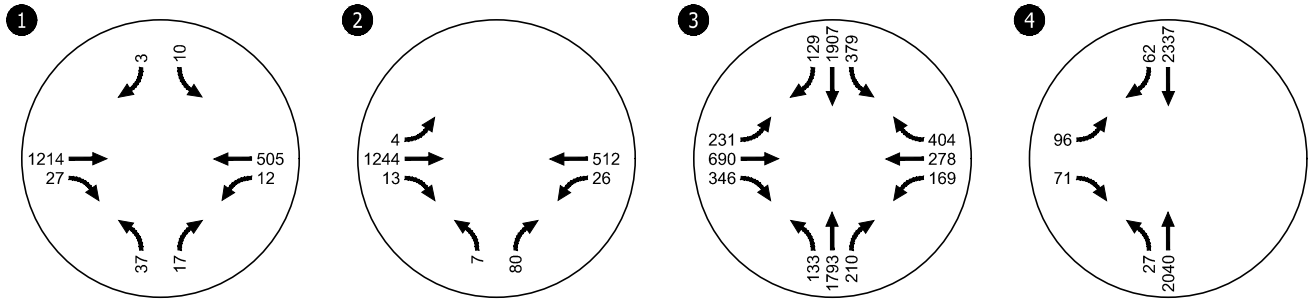


AM Peak
Cumulative No-Build Traffic Volumes
Livermore, CA

Figure
16

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PM Peak
Cumulative No-Build Traffic Volumes
Livermore, CA

Figure
17

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5.2 LANE CONFIGURATIONS AND TRAFFIC CONTROL

Existing lane configurations and traffic controls were assumed at all study intersections under the cumulative scenarios. Signal timing optimization was performed in Synchro to reflect anticipated future adjustments to traffic signal operations.

5.3 TRAFFIC OPERATIONS AND PERFORMANCE

Intersection operations under cumulative No-Build conditions were evaluated during the weekday AM and PM peak hours. **Table 10** summarizes the average delay and Level of Service (LOS) for each study intersection.

As shown below, most intersections are projected to operate at LOS D or better under both cumulative and cumulative plus project closure scenarios. The only exception is the Isabel Avenue/Jack London Boulevard intersection, which is expected to operate at LOS E during both peak hours.

Table 10. Cumulative No Project Level of Service

#	Intersection	Traffic Control	Weekday AM		Weekday PM	
			Delay (Sec)	LOS	Delay (Sec)	LOS
1	Discovery Drive/ Jack London Boulevard	Signal	4.9	A	9.6	A
2	Voyager Street/ Jack London Boulevard	Signal	7.9	A	8.8	A
3	Isabel Avenue/ Jack London Boulevard	Signal	**75.2**	**E**	**71.7**	**E**
4	Isabel Avenue/ Discovery Drive	Signal	9.4	A	10.0	B

Source: Kittelson & Associates, Inc. 2026
Note: **Bold** signifies unacceptable operations.

Appendix E contains the Cumulative No-Build LOS worksheets.

Table 11 summarizes the movements with their respective queue lengths against the available storage length. Detailed Synchro queue reports are included in **Appendix E**.

Queues of all movements are expected to be within their available storage lengths under this scenario, except the southbound left at Isabel Avenue and Jack London Blvd (intersection 3) which exceed the available storage length by 45 ft (i.e.: under two car lengths).

Table 11. Cumulative No Project Queue Lengths

Intersection	Peak	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
1. Discovery Drive and Jack London Blvd	**Storage**	***NA***	***Cont.***	***NA***	***200***	***700***	***NA***	***400***	***NA***	***400***	***NA***	***NA***	***NA***
	AM	-	54	-	25	102	-	26	-	0	-	-	-
	PM	-	364	-	25	73	-	52	-	0	-	-	-
2. Voyager Street and Jack London Blvd	**Storage**	***NA***	***700***	***NA***	***300***	***970***	***NA***	***350***	***NA***	***350***	***NA***	***NA***	***NA***
	AM	-	51	-	55	183	-	17	-	10	-	-	-
	PM	-	268	-	34	78	-	15	-	31	-	-	-
3. Isabel Avenue and Jack London Blvd	**Storage**	***200***	***970***	***450***	***215***	***800***	***800***	***300***	***Cont.***	***340***	***275***	***Cont.***	***250***
	AM	93	95	38	168	761	508	258	808	82	252	935	184
	PM	177	451	293	136	389	443	112	908	111	**320**	934	86
4. Isabel Avenue and Discovery Dr	**Storage**	***Cont.***	***NA***	***290***	***NA***	***NA***	***NA***	***275***	***Cont.***	***NA***	***NA***	***Cont.***	***200***
	AM	29	-	15	-	-	-	26	178	-	-	308	21
	PM	49	-	21	-	-	-	19	155	-	-	410	16

Source: Kittelson & Associates, Inc. 2026

Note: **Red cells** signifiesexceeded queueing storage capacity. NA represents the movement is not applicable. Cont. represents continuous storage primarily for through lanes.



Section 6
Scenario 5: Cumulative Plus Project + Buildout

Cumulative Plus Project + Buildout Conditions

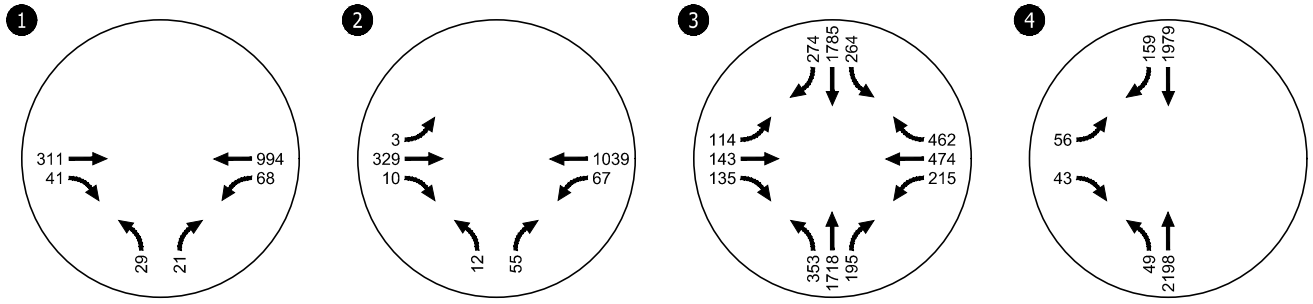
6.1 TRAFFIC VOLUME DEVELOPMENT

The following components are combined and applied to the cumulative No-Build:

- Discovery Drive closure traffic diversions (Section 3.1 methodology)
- Warehouse expansion trips from Eden Landing turning movement counts and Office addition trips from doubled existing driveway counts (Section 4.1.2)

Figure 18 and **Figure 19** represents the peak hour volumes for Cumulative Plus Closure Plus Buildout scenario.



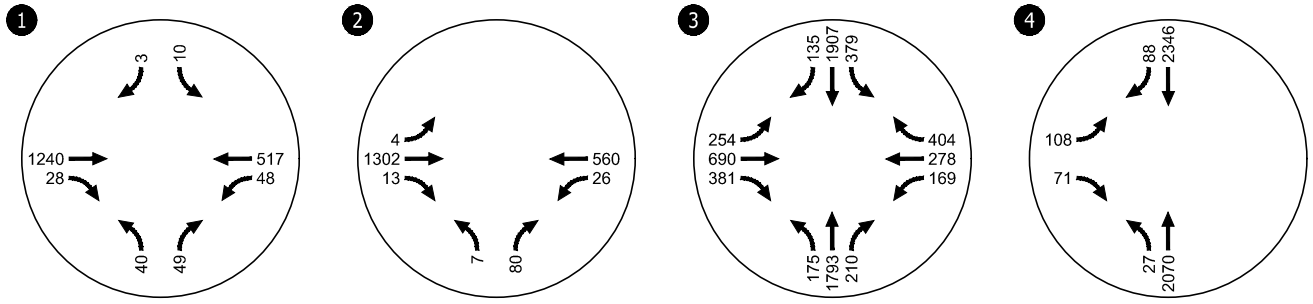


AM Peak
Cumulative Plus Closure Plus Buildout Traffic Volumes
Livermore, CA

Figure
18

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PM Peak
Cumulative Plus Closure Plus Buildout Traffic Volumes
Livermore, CA

Figure
19

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6.2 LANE CONFIGURATIONS AND TRAFFIC CONTROL

Existing lane configurations and traffic controls were assumed at all study intersections under the cumulative scenarios. Signal timing optimization was performed in Synchro to reflect anticipated future adjustments to traffic signal operations.

6.3 TRAFFIC OPERATIONS AND PERFORMANCE

Intersection operations under cumulative plus project plus buildout conditions were evaluated during the weekday AM and PM peak hours.

Table 12 summarizes the average delay and Level of Service (LOS) for each study intersection.

As shown below, most intersections are projected to operate at LOS D or better under cumulative plus project plus buildout scenario. The only exception is the Isabel Avenue/Jack London Boulevard intersection, which is expected to operate at LOS E during both peak hours.

This condition is consistent across both cumulative No-build and cumulative plus project plus buildout scenarios, though average delay increases slightly by about 4 seconds in the AM peak and 6 seconds in the PM peak when the project closure, associated traffic diversions and full buildout are considered.

Appendix F contains the Cumulative plus project plus buildout LOS worksheets.

Table 12. Cumulative Plus Project + Buildout Level of Service

#	Intersection	Traffic Control	Weekday AM		Weekday PM	
			Delay (Sec)	LOS	Delay (Sec)	LOS
1	Discovery Drive/ Jack London Boulevard	Signal	5.9	A	13.6	B
2	Voyager Street/ Jack London Boulevard	Signal	8.0	A	8.8	A
3	Isabel Avenue/ Jack London Boulevard	Signal	**78.9**	**E**	**77.7**	**E**
4	Isabel Avenue/ Discovery Drive	Signal	9.4	A	10.1	B

Source: Kittelson & Associates, Inc. 2026
Note: **Bold** signifies unacceptable operations.

Table 13 summarizes the queue lengths of the respective movements against their available storage capacity at the 95th percentile demand level. Detailed Synchro queue reports are included in **Appendix F**.

Queues of all movements are expected to be within their available storage lengths under this scenario, except the southbound left at Isabel Avenue and Jack London Blvd (intersection 3) which exceed the available storage length by 45ft (i.e.: under 2 car lengths) which is similar to the Cumulative No-Build.

Table 13. Cumulative Plus Project + Buildout Queue Lengths

Intersection	Peak	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
1. Discovery Drive and Jack London Blvd	**Storage**	***NA***	***Cont.***	***NA***	***200***	***700***	***NA***	***400***	***NA***	***400***	***NA***	***NA***	***NA***
	AM	-	64	-	53	102	-	29	-	0	-	-	-
	PM	-	392	-	60	77	-	50	-	11	-	-	-
2. Voyager Street and Jack London Blvd	**Storage**	***NA***	***700***	***NA***	***300***	***970***	***NA***	***350***	***NA***	***350***	***NA***	***NA***	***NA***
	AM	-	60	-	56	195	-	17	-	10	-	-	-
	PM	-	288	-	34	86	-	15	-	31	-	-	-
3. Isabel Avenue and Jack London Blvd	**Storage**	***200***	***970***	***450***	***215***	***800***	***800***	***300***	***Cont.***	***340***	***275***	***Cont.***	***250***
	AM	99	95	56	168	761	508	298	808	82	252	935	199
	PM	194	451	354	136	389	443	142	908	111	**320**	938	94
4. Isabel Avenue and Discovery Dr	**Storage**	***Cont.***	***NA***	***290***	***NA***	***NA***	***NA***	***275***	***Cont.***	***NA***	***NA***	***Cont.***	***200***
	AM	29	-	15	-	-	-	26	183	-	-	308	24
	PM	54	-	21	-	-	-	19	165	-	-	421	20

Source: Kittelson & Associates, Inc. 2026

Note: **Red cells** signifies exceeded queueing storage capacity. NA represents the movement is not applicable. Cont. represents continuous storage primarily for through lanes.

Section 7
Findings & Recommendations

Findings and Recommendations

7.1 TRAFFIC OPERATIONS SUMMARY

Existing Conditions. All four study intersections operate at acceptable LOS (A through D) during both the AM and PM peak hours. The Isabel Avenue/Jack London Boulevard intersection has the highest existing delay, operating at LOS D in the AM peak and LOS C in the PM peak.

Existing Plus Project. The closure of Discovery Drive results in minimal operational impact. All intersections continue to operate at acceptable LOS, with delay increases of less than one second at all locations. The traffic diversions primarily affect the Isabel Avenue/Jack London Boulevard intersection through added eastbound right-turn volumes, but do not degrade LOS. The Discovery Drive closure is supportable under existing conditions.

Existing Plus Project + Buildout. With the addition of warehouse relocation trips from the Eden Landing facility and trips from the office addition, all four study intersections continue to operate at acceptable LOS (D or better) during both the AM and PM peak hours. Delay increases attributable to project buildout are minimal across all locations. No study intersection exceeds the City's significance criteria under this scenario. The project, as fully built out, does not constitute a significant traffic impact under existing plus project conditions, and no mitigation measures are required.

Cumulative No-Build. Under cumulative background conditions including the LAVTA development, the Isabel Avenue/Jack London Boulevard intersection is projected to operate at LOS E during both peak hours. This degradation is driven by area-wide background growth associated with the SMP 39/40 developments and the LAVTA project, and is not attributable to any GILLIG project component.

Cumulative Plus Project + Buildout. Under the full cumulative plus project plus buildout scenario, all study intersections continue to operate at LOS D or better except the Isabel Avenue/Jack London Boulevard intersection, which operates at LOS E consistent with the Cumulative No-Build baseline. The Discovery Drive closure adds approximately 1–2 seconds of incremental delay at this intersection relative to the no-project baseline, well below the City's 5-second significance threshold for intersections already at LOS E. All other intersections experience negligible delay change. Regarding queuing, the southbound left-turn movement at Isabel Avenue/Jack London Boulevard exhibits queue lengths that exceed available storage under cumulative conditions; however, this is not a project-related movement — the queue deficiency is already present in the Cumulative No-Build scenario and is attributable to background area growth, not the GILLIG project. The GILLIG project does not create or meaningfully worsen this condition. No project-specific significant impacts are identified, and no mitigation measures are required.

7.2 QUEUE ANALYSIS

Queue analysis under existing and cumulative conditions identifies the Isabel Avenue/Jack London Boulevard intersection as the location of concern. The southbound left-turn (SBL) movement at this intersection exhibits increased queue lengths under cumulative conditions, exceeding available storage by approximately 45 feet. Importantly, this movement is not a project-related movement, the SBL queue

deficiency is already present and exceeds available storage in the cumulative no-build (no-project) scenario, prior to any GILLIG project components. The closure does not create this condition and does not worsen it. The closure increases eastbound right-turn queuing at this intersection due to the diversion of southbound Discovery Drive traffic; however, all closure-related queue increases remain within available storage. These background queue conditions are largely attributable to area-wide growth associated with the SMP 39/40 developments.

7.3 MULTIMODAL CONSIDERATIONS

The proposed closure of Discovery Drive will not adversely impact bicycle or pedestrian access in the project vicinity. A key finding of this analysis is that an existing off-street trail on the west side of Discovery Drive already provides a continuous bicycle and pedestrian connection around the closure area. The SMP 40 development has extended this trail south of the GILLIG property toward Isabel Avenue, creating a complete off-street route consistent with the City's Bicycle Master Plan. This trail ensures that the Discovery Drive closure does not interrupt the established bicycle and pedestrian network.

More broadly, multimodal connectivity in the study area is maintained through:

- Existing Class II bicycle lanes on Jack London Boulevard and Isabel Avenue.
- Existing Class I trail on the west side of Discovery Drive, extended south of the GILLIG property by the SMP 40 development toward Isabel Avenue, providing a continuous off-street bicycle and pedestrian connection around the closure area per the City's Bicycle Master Plan.
- The planned T-19 multi-use trail associated with the SMP 40 development, which will provide enhanced off-street connectivity once constructed.
- LAVTA bus service along Jack London Boulevard, with stops west of the project area that remain unaffected by the closure.

The proposed Discovery Drive closure will not impact bicycle or pedestrian access. An existing off-street trail on the west side of Discovery Drive recently extended south of the GILLIG property by the SMP 40 development toward Isabel Avenue, provides a continuous bicycle and pedestrian connection around the closure area, consistent with the City's Bicycle Master Plan. This trail ensures uninterrupted multimodal access in the project vicinity.

After the closure, pedestrians and bicycle commuters accessing the Oaks Business Park from the two LAVTA bus stops on Jack London Boulevard can still use Voyager Street to access businesses fronting it as before, while non-vehicle commuters that previously used Discovery Drive will be able to detour east along Jack London Boulevard to the existing off-street trail. This detour adds approximately 0.15 to 0.2 miles but utilizes existing improved facilities throughout to get to the businesses and community park along the southern portion of Discovery Drive.

7.4 IMPACT ON TRAVEL TIME WITH THE CLOSURE

As a result of the Discovery Drive closure, some commuters accessing the business south of GILLIG will experience some travel time increases. The commuters using the Jack London Blvd/Discover Drive intersection to go south would continue going through the intersection to use Jack London Blvd/Isabel Avenue and Isabel Avenue/Discovery Drive intersections after the closure. The commuter using the Isabel Avenue/Discover Drive intersection would continue north to use Jack London Blvd/Isabel Avenue and Jack Lond Blvd/Discovery Drive intersections after the closure.

As shown in **Table 14**, it is calculated that commuters traveling on diverted routes will have an increase of about 102 seconds southbound in the AM, and 139 seconds increase to travel northbound in the PM peak (about 1.5-2.5 minutes). While this travel time does increase in the immediate study area, this would represent a small percent increase in overall travel time for most commuters based on their entire trip.

Table 14. Impact on Travel Times with the Closure

Traffic Direction	Travel Time (seconds)	
	Without Closure	With Closure
Southbound (AM Peak)	70	172
Northbound (PM Peak)	57	196

Source: Kittelson & Associates, Inc. 2026

7.5 RECOMMENDATIONS

Based on the findings of the traffic study, the closure of Discovery Drive can occur in the short term with minimal impacts to the surrounding roadway network and adjacent businesses. In addition, the impacts of the full buildout plus closure have been assessed and can proceed more long term. No further mitigations are required.

Appendix A
Existing Traffic Counts

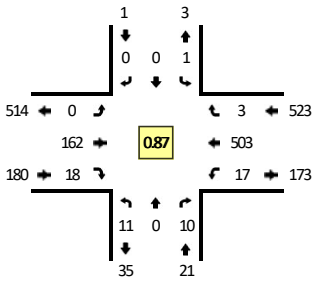
Type of peak hour being reported: Intersection Peak

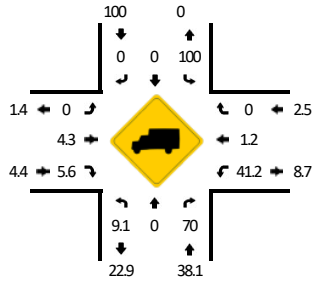
Method for determining peak hour: Total Entering Volume

LOCATION: 1. Discovery Dr -- Jack London Blvd
CITY/STATE: Livermore, CA

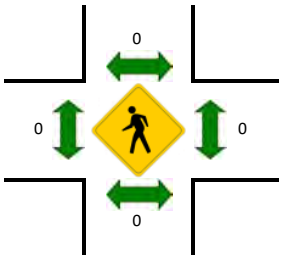
QC JOB #: 16974901
DATE: Thu, Mar 27 2025

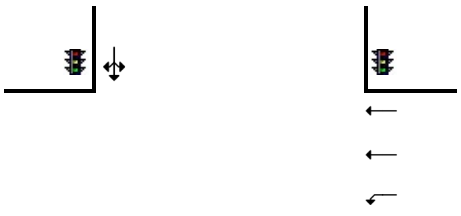
Peak-Hour: 7:45 AM -- 8:45 AM
Peak 15-Min: 7:50 AM -- 8:05 AM

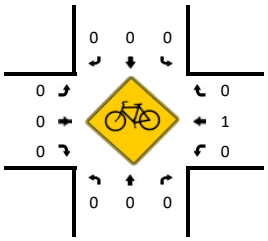


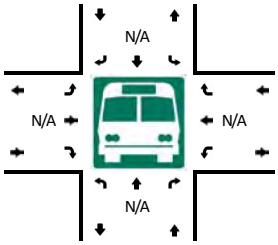


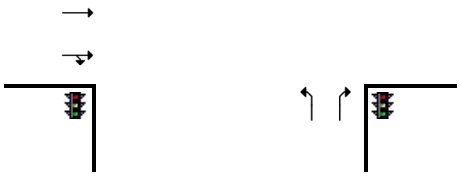
TRUE DATA TO IMPROVE MOBILITY

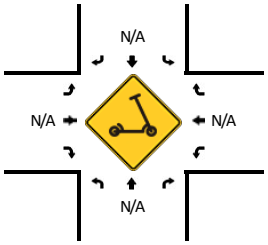












5-Min Count Period Beginning At	1. Discovery Dr (Northbound)				1. Discovery Dr (Southbound)				Jack London Blvd (Eastbound)				Jack London Blvd (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
7:00 AM	0	0	0	0	0	0	0	0	0	3	2	0	4	8	1	0	18	
7:05 AM	2	0	0	0	0	0	0	0	0	4	3	0	0	19	0	0	28	
7:10 AM	1	0	2	0	0	0	0	0	0	4	1	0	1	15	2	1	27	
7:15 AM	0	0	2	0	0	0	0	0	0	5	3	0	5	15	0	0	30	
7:20 AM	0	0	0	0	0	0	0	0	0	4	4	0	0	25	1	0	34	
7:25 AM	1	0	0	0	1	0	0	0	0	7	3	0	3	31	0	0	46	
7:30 AM	1	0	0	0	0	0	0	0	0	10	1	0	1	32	0	0	45	
7:35 AM	0	0	0	0	0	0	0	0	0	7	0	0	0	33	1	0	41	
7:40 AM	2	0	0	0	0	0	0	0	0	14	3	0	2	31	0	0	52	
7:45 AM	1	0	0	0	0	0	0	0	0	10	4	0	1	43	0	0	59	
7:50 AM	2	0	0	0	0	0	0	0	0	12	1	0	0	53	0	0	68	
7:55 AM	0	0	3	0	0	0	0	0	0	20	1	0	3	53	0	0	80	528
8:00 AM	3	0	1	0	1	0	0	0	0	13	3	0	3	36	0	0	60	570
8:05 AM	2	0	2	0	0	0	0	0	0	10	2	0	4	44	2	0	66	608
8:10 AM	1	0	0	0	0	0	0	0	0	14	3	0	1	27	0	0	46	627
8:15 AM	0	0	0	0	0	0	0	0	0	19	1	0	1	28	0	0	49	646
8:20 AM	0	0	2	0	0	0	0	0	0	18	2	0	0	39	0	0	61	673
8:25 AM	1	0	1	0	0	0	0	0	0	8	0	0	0	48	0	0	58	685
8:30 AM	0	0	0	0	0	0	0	0	0	16	0	0	0	44	0	0	60	700
8:35 AM	0	0	0	0	0	0	0	0	0	10	0	0	2	37	1	0	50	709
8:40 AM	1	0	1	0	0	0	0	0	0	12	1	0	2	51	0	0	68	725
8:45 AM	0	0	1	0	0	0	0	0	0	10	1	0	1	39	1	0	53	719
8:50 AM	2	0	0	0	0	0	0	0	0	17	1	0	0	32	0	0	52	703
8:55 AM	2	0	2	0	0	0	0	0	0	9	2	0	2	32	1	0	50	673

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	20	0	16	0	4	0	0	0	0	180	20	0	24	568	0	0	832
Heavy Trucks	0	0	12		4	0	0		0	8	4		8	8	0		44
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 4/4/2025 4:35 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

ATTACHMENT 3

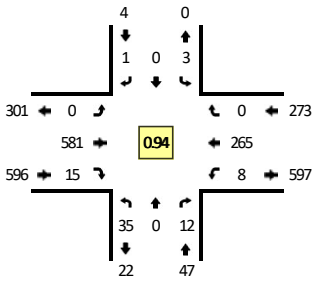
Type of peak hour being reported: Intersection Peak

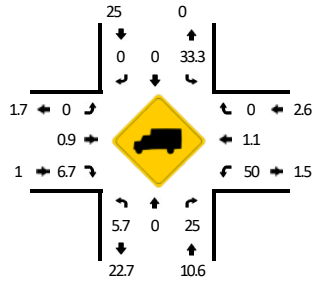
Method for determining peak hour: Total Entering Volume

LOCATION: 1. Discovery Dr -- Jack London Blvd
CITY/STATE: Livermore, CA

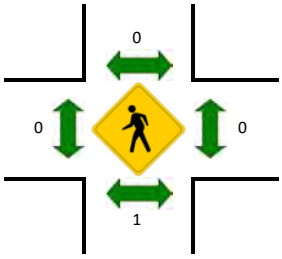
QC JOB #: 16974902
DATE: Thu, Mar 27 2025

Peak-Hour: 4:20 PM -- 5:20 PM
Peak 15-Min: 4:20 PM -- 4:35 PM

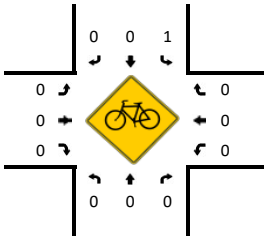


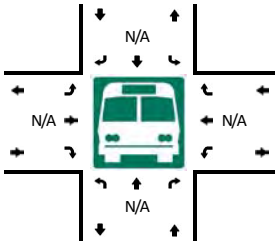


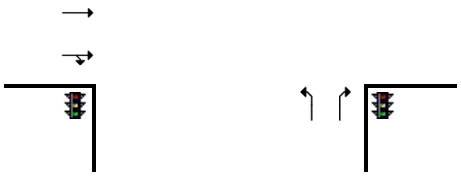


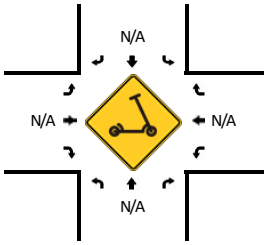












5-Min Count Period Beginning At	1. Discovery Dr (Northbound)				1. Discovery Dr (Southbound)				Jack London Blvd (Eastbound)				Jack London Blvd (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	5	0	3	0	0	0	0	0	0	45	2	0	0	27	0	0	82	
4:05 PM	3	0	1	0	1	0	0	0	0	38	0	0	1	15	0	0	59	
4:10 PM	0	0	1	0	0	0	0	0	0	49	1	0	1	24	0	1	77	
4:15 PM	4	0	3	0	0	0	0	0	0	34	0	0	0	20	0	0	61	
4:20 PM	4	0	1	0	0	0	1	0	0	69	2	0	0	29	0	0	106	
4:25 PM	2	0	1	0	0	0	0	0	0	52	3	0	1	19	0	0	78	
4:30 PM	2	0	0	0	0	0	0	0	0	39	0	0	1	18	0	0	60	
4:35 PM	3	0	5	0	2	0	0	0	0	40	3	0	2	19	0	0	74	
4:40 PM	5	0	1	0	0	0	0	0	0	50	2	0	1	21	0	0	80	
4:45 PM	2	0	1	0	0	0	0	0	0	44	1	0	0	24	0	0	72	
4:50 PM	1	0	0	0	0	0	0	0	0	50	1	0	0	17	0	0	69	
4:55 PM	2	0	1	0	1	0	0	0	0	47	0	0	0	24	0	0	75	893
5:00 PM	1	0	2	0	0	0	0	0	0	48	0	0	0	20	0	0	71	882
5:05 PM	9	0	0	0	0	0	0	0	0	44	2	0	1	40	0	0	96	919
5:10 PM	3	0	0	0	0	0	0	0	0	44	1	0	1	23	0	1	73	915
5:15 PM	1	0	0	0	0	0	0	0	0	54	0	0	0	11	0	0	66	920
5:20 PM	4	0	0	0	0	0	0	0	0	50	1	0	1	21	0	0	77	891
5:25 PM	5	0	0	0	0	0	0	0	0	45	2	0	0	24	0	0	76	889
5:30 PM	4	0	0	0	1	0	0	0	0	50	0	0	0	15	0	0	70	899
5:35 PM	2	0	3	0	0	0	0	0	0	42	2	0	2	24	0	0	75	900
5:40 PM	2	0	0	0	0	0	0	0	0	35	1	0	0	21	0	0	59	879
5:45 PM	2	0	0	0	1	0	0	0	0	49	1	0	1	19	0	0	73	880
5:50 PM	1	0	0	0	1	0	0	0	0	36	2	0	1	22	1	0	64	875
5:55 PM	0	0	1	0	0	0	0	0	0	28	1	0	2	23	0	0	55	855

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	32	0	8	0	0	0	4	0	0	640	20	0	8	264	0	0	976
Heavy Trucks	4	0	0		0	0	0		0	4	0		8	4	0		20
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 4/4/2025 4:35 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

ATTACHMENT 3

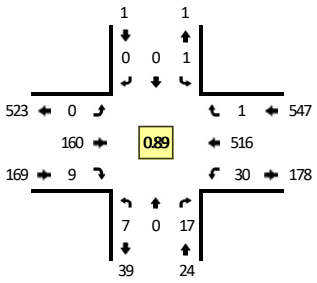
Type of peak hour being reported: Intersection Peak

Method for determining peak hour: Total Entering Volume

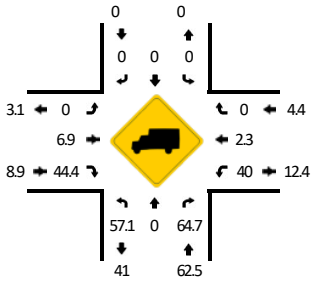
LOCATION: 2. Voyager St -- Jack London Blvd
CITY/STATE: Livermore, CA

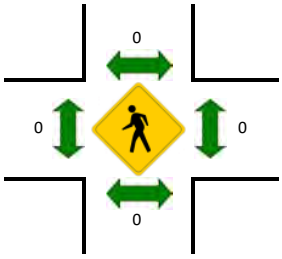
QC JOB #: 16974903
DATE: Thu, Mar 27 2025

Peak-Hour: 7:45 AM -- 8:45 AM
Peak 15-Min: 7:55 AM -- 8:10 AM

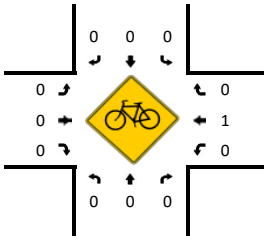


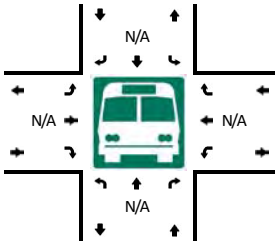
TRUE DATA TO IMPROVE MOBILITY

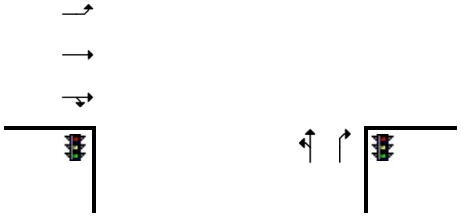


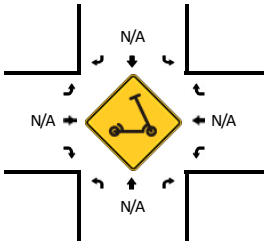












5-Min Count Period Beginning At	2. Voyager St (Northbound)				2. Voyager St (Southbound)				Jack London Blvd (Eastbound)				Jack London Blvd (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
7:00 AM	0	0	2	0	0	0	0	0	0	1	0	0	5	11	0	0	19	
7:05 AM	0	0	4	0	0	0	0	0	0	3	0	0	4	20	0	0	31	
7:10 AM	0	0	7	0	0	0	0	0	0	6	0	0	1	19	0	0	33	
7:15 AM	0	0	3	0	0	0	0	0	0	6	0	0	3	19	0	0	31	
7:20 AM	0	0	0	0	0	0	0	0	0	4	0	0	0	27	0	0	31	
7:25 AM	0	0	0	0	0	0	0	0	0	7	0	0	3	37	0	0	47	
7:30 AM	0	0	0	0	1	0	0	0	0	10	0	0	3	29	0	0	43	
7:35 AM	1	0	2	0	0	0	0	0	0	8	0	0	1	35	0	0	47	
7:40 AM	0	0	2	0	0	0	0	0	0	14	1	0	6	38	0	0	61	
7:45 AM	0	0	0	0	0	0	0	0	0	10	0	0	3	41	0	0	54	
7:50 AM	0	0	2	0	0	0	0	0	0	11	1	0	0	51	0	0	65	
7:55 AM	0	0	2	0	0	0	0	0	0	19	1	0	4	59	1	0	86	548
8:00 AM	1	0	0	0	0	0	0	0	0	15	0	0	3	35	0	0	54	583
8:05 AM	2	0	0	0	0	0	0	0	0	12	0	0	3	50	0	0	67	619
8:10 AM	0	0	4	0	1	0	0	0	0	12	2	0	2	33	0	0	54	640
8:15 AM	0	0	2	0	0	0	0	0	0	19	0	0	5	29	0	0	55	664
8:20 AM	1	0	1	0	0	0	0	0	0	17	2	0	3	32	0	0	56	689
8:25 AM	0	0	1	0	0	0	0	0	0	8	1	0	3	48	0	0	61	703
8:30 AM	0	0	3	0	0	0	0	0	0	17	0	0	2	47	0	0	69	729
8:35 AM	1	0	2	0	0	0	0	0	0	8	1	0	0	42	0	0	54	736
8:40 AM	2	0	0	0	0	0	0	0	0	12	1	0	2	49	0	0	66	741
8:45 AM	1	0	3	0	0	0	0	0	0	10	1	0	1	38	0	0	54	741
8:50 AM	0	0	3	0	0	0	0	0	0	16	1	0	6	39	0	0	65	741
8:55 AM	2	0	3	0	0	0	0	0	0	10	1	0	7	29	0	0	52	707

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	12	0	8	0	0	0	0	0	0	184	4	0	40	576	4	0	828
Heavy Trucks	12	0	4		0	0	0		0	24	0		4	20	0		64
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	4	0		4
Scooters																	

Comments:

Report generated on 4/4/2025 4:35 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

ATTACHMENT 3

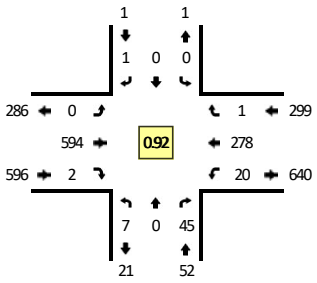
Type of peak hour being reported: Intersection Peak

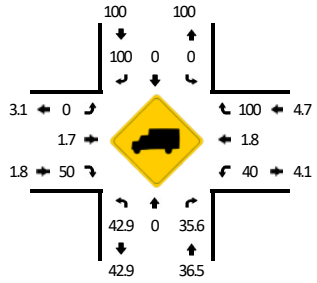
Method for determining peak hour: Total Entering Volume

LOCATION: 2. Voyager St -- Jack London Blvd
CITY/STATE: Livermore, CA

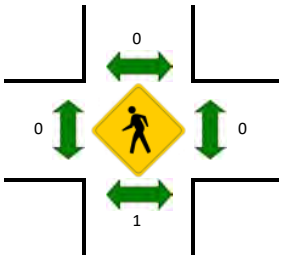
QC JOB #: 16974904
DATE: Thu, Mar 27 2025

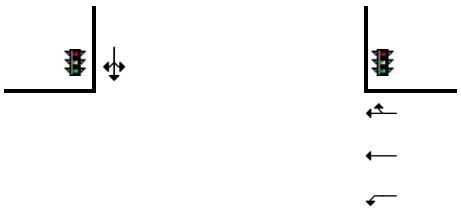
Peak-Hour: 4:10 PM -- 5:10 PM
Peak 15-Min: 4:10 PM -- 4:25 PM

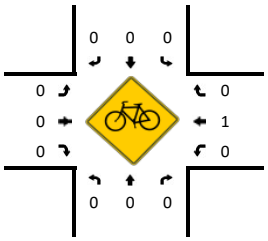


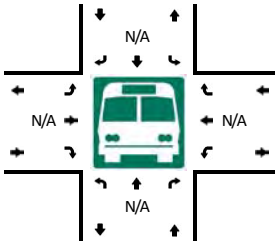


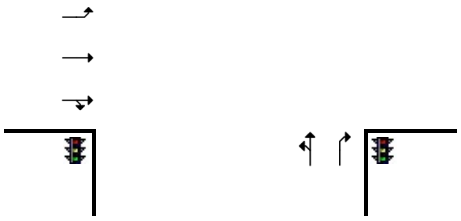
TRUE DATA TO IMPROVE MOBILITY

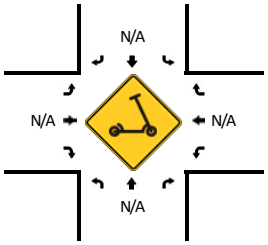












5-Min Count Period Beginning At	2. Voyager St (Northbound)				2. Voyager St (Southbound)				Jack London Blvd (Eastbound)				Jack London Blvd (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	0	0	3	0	0	0	0	0	0	50	1	0	1	30	0	0	85	
4:05 PM	1	0	4	0	0	0	0	0	0	41	0	0	1	12	0	0	59	
4:10 PM	1	0	4	0	0	0	0	0	0	54	0	0	1	25	0	0	85	
4:15 PM	0	0	3	0	0	0	0	0	0	42	0	0	0	29	0	0	74	
4:20 PM	0	0	6	0	0	0	0	0	0	72	0	0	2	19	0	1	100	
4:25 PM	1	0	1	0	0	0	0	0	0	47	0	0	5	19	0	0	73	
4:30 PM	1	0	4	0	0	0	0	0	0	37	0	0	2	18	0	0	62	
4:35 PM	1	0	6	0	0	0	0	0	0	56	0	0	1	30	1	0	95	
4:40 PM	0	0	3	0	0	0	0	0	0	48	0	0	0	14	0	0	65	
4:45 PM	1	0	2	0	0	0	0	0	0	43	0	0	1	23	0	0	70	
4:50 PM	1	0	2	0	0	0	0	0	0	48	1	0	4	17	0	0	73	
4:55 PM	0	0	4	0	0	0	1	0	0	46	0	0	1	24	0	0	76	917
5:00 PM	0	0	2	0	0	0	0	0	0	57	1	0	1	20	0	0	81	913
5:05 PM	1	0	8	0	0	0	0	0	0	44	0	0	1	40	0	0	94	948
5:10 PM	1	0	5	0	0	0	0	0	0	44	0	0	2	26	0	0	78	941
5:15 PM	0	0	2	0	0	0	0	0	0	56	0	0	0	8	0	0	66	933
5:20 PM	1	0	4	0	0	0	0	0	0	48	1	0	1	22	0	0	77	910
5:25 PM	0	0	0	0	0	0	0	0	0	52	0	0	1	24	0	0	77	914
5:30 PM	0	0	3	0	0	0	0	0	0	47	1	0	1	15	1	0	68	920
5:35 PM	0	0	2	0	0	0	0	0	0	42	3	0	1	26	0	0	74	899
5:40 PM	0	0	1	0	0	0	0	0	0	29	0	0	3	21	0	0	54	888
5:45 PM	1	0	2	0	0	0	0	0	0	58	0	0	0	21	0	0	82	900
5:50 PM	1	0	5	0	0	0	0	0	0	33	0	0	0	22	0	0	61	888
5:55 PM	1	0	2	0	0	0	0	0	0	35	0	0	0	24	0	0	62	874

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	4	0	52	0	0	0	0	0	0	672	0	0	12	292	0	4	1036
Heavy Trucks	4	0	20		0	0	0		0	8	0		8	4	0		44
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 4/4/2025 4:35 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

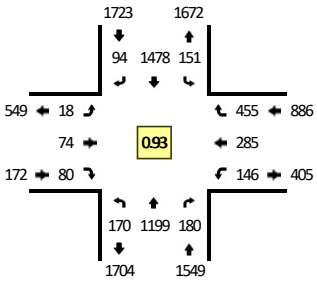
Type of peak hour being reported: Intersection Peak

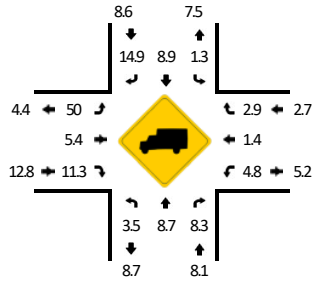
Method for determining peak hour: Total Entering Volume

LOCATION: 3. Isabel Ave -- Jack London Blvd
CITY/STATE: Livermore, CA

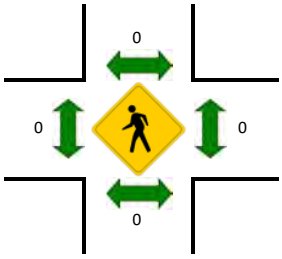
QC JOB #: 16974905
DATE: Thu, Mar 27 2025

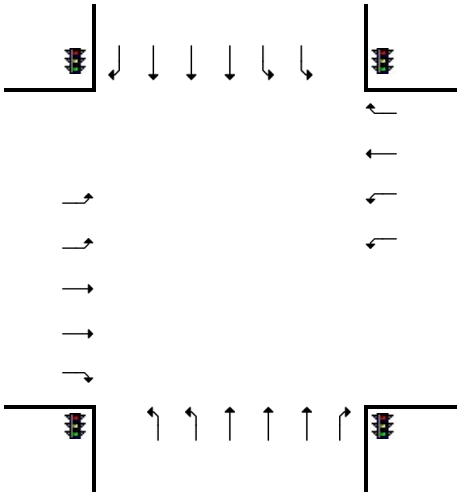
Peak-Hour: 7:45 AM -- 8:45 AM
Peak 15-Min: 7:45 AM -- 8:00 AM

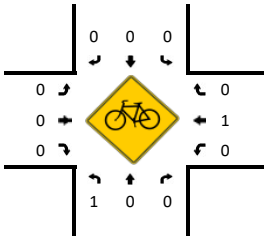


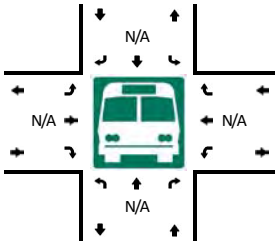


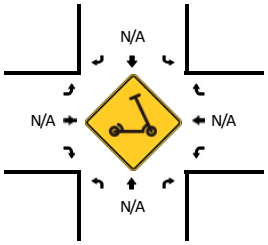
TRUE DATA TO IMPROVE MOBILITY











5-Min Count Period Beginning At	3. Isabel Ave (Northbound)				3. Isabel Ave (Southbound)				Jack London Blvd (Eastbound)				Jack London Blvd (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
7:00 AM	2	77	5	0	8	91	7	0	1	1	1	0	8	18	36	0	255	
7:05 AM	4	107	4	1	11	94	4	0	1	0	3	0	4	7	25	0	265	
7:10 AM	6	88	13	0	6	86	5	0	6	1	8	0	8	8	31	0	266	
7:15 AM	3	80	8	0	10	84	3	0	2	2	5	0	4	15	42	0	258	
7:20 AM	10	75	8	0	4	78	6	0	3	2	0	0	11	17	25	0	239	
7:25 AM	10	127	19	0	11	99	7	0	1	3	1	0	6	20	38	0	342	
7:30 AM	8	123	15	0	15	124	3	0	1	8	3	0	11	22	40	0	373	
7:35 AM	11	103	7	0	9	91	7	0	2	6	3	0	10	28	50	0	327	
7:40 AM	5	84	7	0	4	132	3	0	2	7	8	0	14	29	30	0	325	
7:45 AM	19	138	12	0	16	170	9	0	0	4	8	0	6	13	40	0	435	
7:50 AM	16	94	11	0	7	137	7	0	0	4	4	0	4	30	39	0	353	
7:55 AM	23	107	14	0	15	97	12	0	2	6	6	0	18	33	40	0	373	3811
8:00 AM	18	72	13	0	17	127	4	0	6	8	9	0	12	24	39	0	349	3905
8:05 AM	13	90	17	0	14	115	5	0	2	9	4	0	12	22	36	0	339	3979
8:10 AM	6	97	15	0	10	125	8	0	1	6	10	0	14	22	40	0	354	4067
8:15 AM	13	75	19	0	19	116	9	0	0	9	9	0	17	15	30	0	331	4140
8:20 AM	16	106	19	0	8	157	9	0	1	12	8	0	9	6	34	0	385	4286
8:25 AM	13	105	21	0	18	120	7	0	1	3	2	0	18	30	26	0	364	4308
8:30 AM	16	81	8	0	12	65	10	0	3	5	11	0	13	37	42	0	303	4238
8:35 AM	7	119	16	0	3	120	6	0	2	7	5	0	12	30	45	0	372	4283
8:40 AM	10	115	15	0	12	129	8	0	0	1	4	0	11	23	44	0	372	4330
8:45 AM	8	47	12	0	16	90	8	0	2	8	8	0	6	27	22	0	254	4149
8:50 AM	12	103	12	0	6	94	9	0	2	10	9	0	6	22	30	0	315	4111
8:55 AM	10	106	17	0	13	100	6	0	4	5	4	0	10	19	27	0	321	4059

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	232	1356	148	0	152	1616	112	0	8	56	72	0	112	304	476	0	4644
Heavy Trucks	4	136	24		4	136	24		4	4	0		8	0	20		364
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	4	0		4
Scooters																	

Comments:

Report generated on 4/4/2025 4:35 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

ATTACHMENT 3

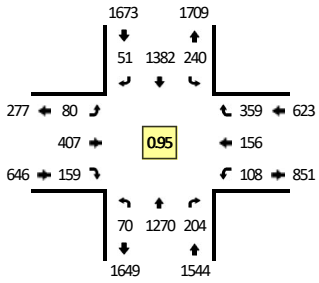
Type of peak hour being reported: Intersection Peak

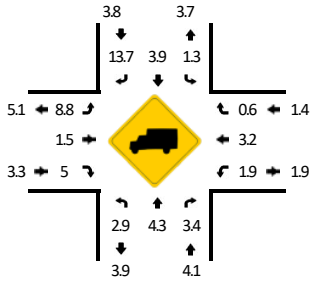
Method for determining peak hour: Total Entering Volume

LOCATION: 3. Isabel Ave -- Jack London Blvd
CITY/STATE: Livermore, CA

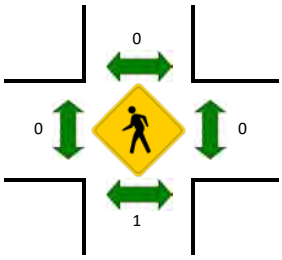
QC JOB #: 16974906
DATE: Thu, Mar 27 2025

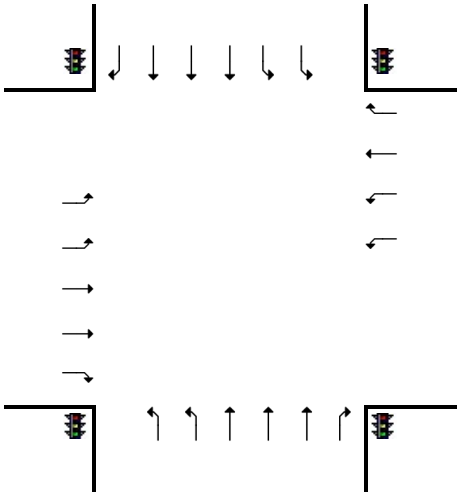
Peak-Hour: 4:20 PM -- 5:20 PM
Peak 15-Min: 4:20 PM -- 4:35 PM

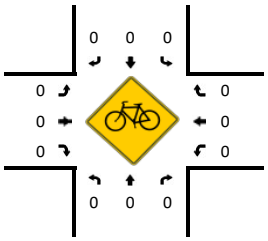


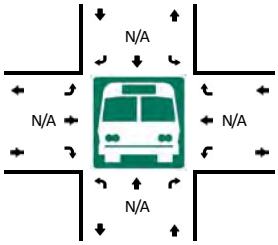


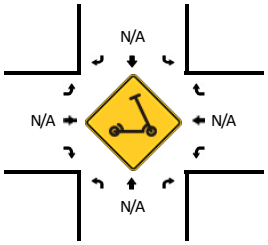
TRUE DATA TO IMPROVE MOBILITY











5-Min Count Period Beginning At	3. Isabel Ave (Northbound)				3. Isabel Ave (Southbound)				Jack London Blvd (Eastbound)				Jack London Blvd (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	13	96	13	1	16	106	3	0	15	34	19	0	6	16	24	0	362	
4:05 PM	4	115	17	0	18	100	3	0	5	30	12	0	6	11	28	0	349	
4:10 PM	6	145	19	0	12	132	1	0	1	14	14	0	10	10	28	0	392	
4:15 PM	8	74	10	0	19	92	7	0	13	38	14	0	10	20	27	0	332	
4:20 PM	5	154	17	0	24	125	4	0	5	41	15	0	2	5	23	0	420	
4:25 PM	4	109	23	0	27	117	5	0	5	49	10	0	10	14	34	0	407	
4:30 PM	4	91	17	0	19	97	5	0	7	28	16	0	15	18	31	0	348	
4:35 PM	4	100	21	0	16	112	6	0	14	36	13	0	8	20	23	0	373	
4:40 PM	3	139	12	0	12	146	0	0	7	27	16	0	10	7	38	0	417	
4:45 PM	8	89	21	0	22	114	1	0	2	30	13	0	11	13	26	0	350	
4:50 PM	3	75	18	0	21	100	4	0	6	34	12	0	10	15	34	0	332	
4:55 PM	6	110	17	0	16	109	5	0	4	25	14	0	8	15	23	0	352	4434
5:00 PM	7	90	14	0	13	112	7	0	4	43	15	0	14	7	31	0	357	4429
5:05 PM	14	115	11	0	29	121	7	0	6	19	9	0	3	20	30	0	384	4464
5:10 PM	9	57	11	0	23	89	7	0	8	36	14	0	14	12	35	0	315	4387
5:15 PM	3	141	22	0	18	140	0	0	12	39	12	0	3	10	31	0	431	4486
5:20 PM	6	111	12	0	25	105	4	0	4	27	17	0	15	13	33	0	372	4438
5:25 PM	9	103	16	0	20	120	2	0	4	35	9	0	7	9	18	0	352	4383
5:30 PM	3	77	17	0	12	79	4	0	4	30	20	0	27	14	29	0	316	4351
5:35 PM	10	104	23	2	29	138	2	0	4	28	6	0	9	11	41	0	407	4385
5:40 PM	4	110	19	0	21	149	4	0	1	19	9	0	5	16	29	0	386	4354
5:45 PM	6	73	15	0	13	89	4	0	7	30	16	0	9	15	31	0	308	4312
5:50 PM	8	134	18	0	28	121	5	0	4	16	16	0	12	8	30	0	400	4380
5:55 PM	4	89	6	0	17	97	2	0	7	24	12	0	10	15	32	0	315	4343

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	52	1416	228	0	280	1356	56	0	68	472	164	0	108	148	352	0	4700
Heavy Trucks	0	80	16		4	60	24		0	8	8		0	12	0		212
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 4/4/2025 4:35 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

ATTACHMENT 3

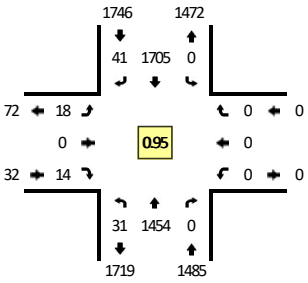
Type of peak hour being reported: Intersection Peak

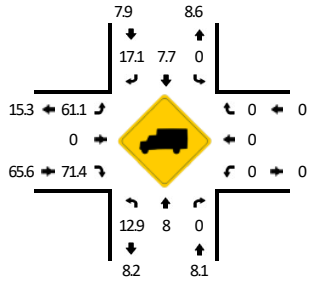
Method for determining peak hour: Total Entering Volume

LOCATION: 4. Isabel Ave -- Discovery Dr
CITY/STATE: Livermore, CA

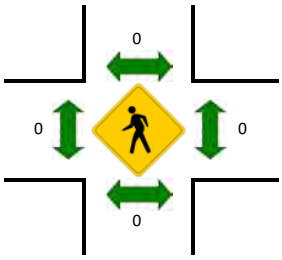
QC JOB #: 16974907
DATE: Thu, Mar 27 2025

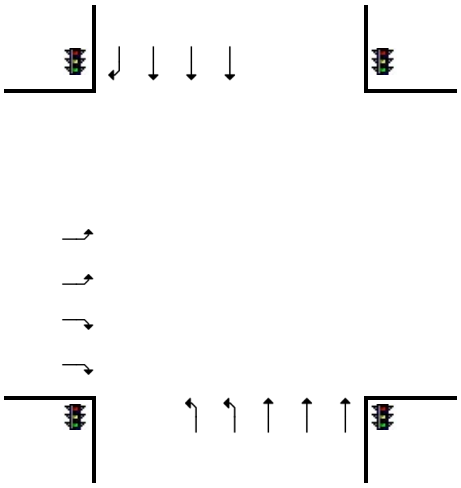
Peak-Hour: 7:40 AM -- 8:40 AM
Peak 15-Min: 8:10 AM -- 8:25 AM

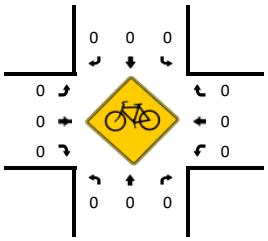


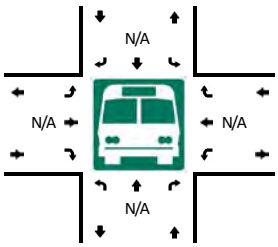


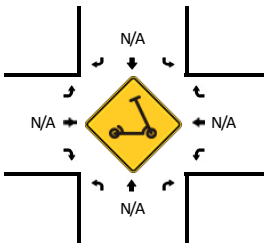
TRUE DATA TO IMPROVE MOBILITY











5-Min Count Period Beginning At	4. Isabel Ave (Northbound)				4. Isabel Ave (Southbound)				Discovery Dr (Eastbound)				Discovery Dr (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
7:00 AM	3	90	0	0	0	105	2	0	2	0	2	0	0	0	0	0	204	
7:05 AM	3	114	0	0	0	88	2	0	7	0	0	0	0	0	0	0	214	
7:10 AM	5	101	0	0	0	78	7	0	2	0	1	0	0	0	0	0	194	
7:15 AM	2	73	0	0	0	103	5	0	2	0	1	0	0	0	0	0	186	
7:20 AM	1	134	0	0	0	101	4	0	2	0	4	0	0	0	0	0	246	
7:25 AM	2	115	0	0	0	94	4	0	2	0	1	0	0	0	0	0	218	
7:30 AM	2	128	0	0	0	127	4	0	0	0	1	0	0	0	0	0	262	
7:35 AM	0	160	0	0	0	122	3	0	2	0	0	0	0	0	0	0	287	
7:40 AM	1	100	0	0	0	153	5	0	2	0	1	0	0	0	0	0	262	
7:45 AM	4	120	0	0	0	166	6	0	1	0	0	0	0	0	0	0	297	
7:50 AM	4	138	0	0	0	132	4	0	0	0	2	0	0	0	0	0	280	
7:55 AM	2	122	0	0	0	117	4	0	3	0	0	0	0	0	0	0	248	2898
8:00 AM	5	119	0	0	0	174	8	0	0	0	1	0	0	0	0	0	307	3001
8:05 AM	2	100	0	0	0	122	6	0	5	0	1	0	0	0	0	0	236	3023
8:10 AM	2	133	0	0	0	143	1	0	2	0	1	0	0	0	0	0	282	3111
8:15 AM	0	97	0	0	0	155	0	0	1	0	1	0	0	0	0	0	254	3179
8:20 AM	0	138	0	0	0	175	1	0	1	0	4	0	0	0	0	0	319	3252
8:25 AM	4	113	0	0	0	105	0	0	0	0	0	0	0	0	0	0	222	3256
8:30 AM	3	128	0	0	0	128	3	0	3	0	3	0	0	0	0	0	268	3262
8:35 AM	4	146	0	0	0	135	3	0	0	0	0	0	0	0	0	0	288	3263
8:40 AM	4	99	0	0	0	122	0	0	1	0	0	0	0	0	0	0	226	3227
8:45 AM	0	109	0	0	0	128	5	0	1	0	2	0	0	0	0	0	245	3175
8:50 AM	5	92	0	0	0	105	5	0	1	0	1	0	0	0	0	0	209	3104
8:55 AM	4	125	0	0	0	117	0	0	1	0	1	0	0	0	0	0	248	3104

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	8	1472	0	0	0	1892	8	0	16	0	24	0	0	0	0	0	3420
Heavy Trucks	0	124	0		0	128	4		8	0	12		0	0	0		276
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 4/4/2025 4:35 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

ATTACHMENT 3

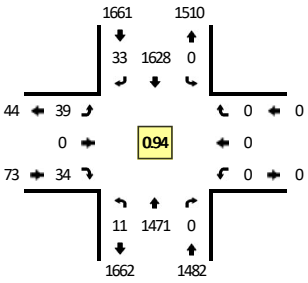
Type of peak hour being reported: Intersection Peak

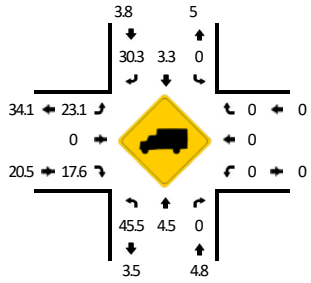
Method for determining peak hour: Total Entering Volume

LOCATION: 4. Isabel Ave -- Discovery Dr
CITY/STATE: Livermore, CA

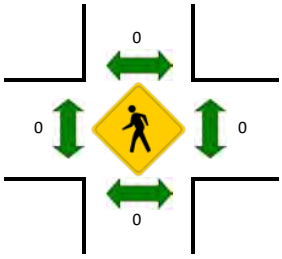
QC JOB #: 16974908
DATE: Thu, Mar 27 2025

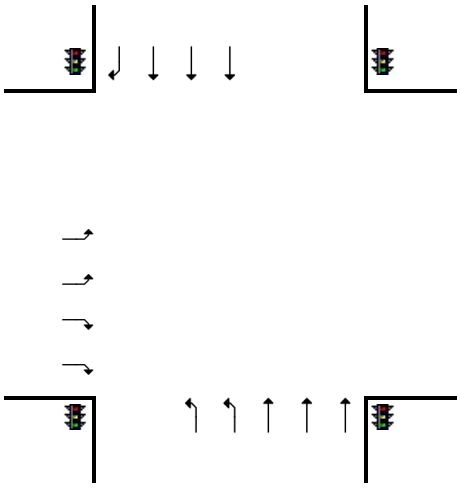
Peak-Hour: 4:05 PM -- 5:05 PM
Peak 15-Min: 4:10 PM -- 4:25 PM

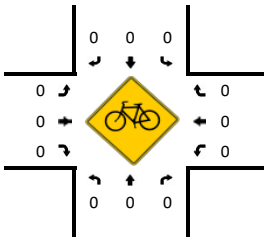


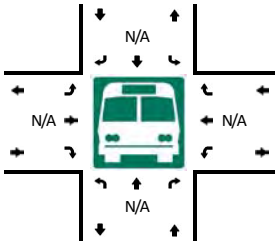


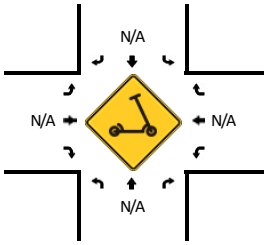












5-Min Count Period Beginning At	4. Isabel Ave (Northbound)				4. Isabel Ave (Southbound)				Discovery Dr (Eastbound)				Discovery Dr (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	2	120	0	0	0	172	4	0	2	0	2	0	0	0	0	0	302	
4:05 PM	1	115	0	0	0	124	1	0	4	0	1	0	0	0	0	0	246	
4:10 PM	0	157	0	0	0	130	2	0	0	0	1	0	0	0	0	0	290	
4:15 PM	1	117	0	0	0	133	2	0	3	0	1	0	0	0	0	0	257	
4:20 PM	1	149	0	0	0	147	2	0	5	0	1	0	0	0	0	0	305	
4:25 PM	2	122	0	0	0	112	4	0	6	0	1	0	0	0	0	0	247	
4:30 PM	1	112	0	0	0	134	5	0	6	0	8	0	0	0	0	0	266	
4:35 PM	1	118	0	0	0	141	3	0	2	0	1	0	0	0	0	0	266	
4:40 PM	2	117	0	0	0	152	3	0	3	0	4	0	0	0	0	0	281	
4:45 PM	0	128	0	0	0	126	2	0	1	0	4	0	0	0	0	0	261	
4:50 PM	1	113	0	0	0	135	2	0	1	0	5	0	0	0	0	0	257	
4:55 PM	1	113	0	0	0	112	3	0	3	0	4	0	0	0	0	0	236	3214
5:00 PM	0	110	0	0	0	182	4	0	5	0	3	0	0	0	0	0	304	3216
5:05 PM	3	109	0	0	0	112	3	0	12	0	5	0	0	0	0	0	244	3214
5:10 PM	2	102	0	0	0	132	7	0	6	0	2	0	0	0	0	0	251	3175
5:15 PM	2	133	0	0	0	157	0	0	5	0	1	0	0	0	0	0	298	3216
5:20 PM	1	113	0	0	0	133	2	0	3	0	2	0	0	0	0	0	254	3165
5:25 PM	1	114	0	0	0	114	3	0	7	0	4	0	0	0	0	0	243	3161
5:30 PM	2	83	0	0	0	138	6	0	18	0	3	0	0	0	0	0	250	3145
5:35 PM	3	117	0	0	0	142	2	0	11	0	3	0	0	0	0	0	278	3157
5:40 PM	0	127	0	0	0	148	6	0	14	0	5	0	0	0	0	0	300	3176
5:45 PM	0	88	0	0	0	150	1	0	4	0	3	0	0	0	0	0	246	3161
5:50 PM	1	140	0	0	0	121	13	0	2	0	1	0	0	0	0	0	278	3182
5:55 PM	0	102	0	0	0	132	5	0	3	0	1	0	0	0	0	0	243	3189

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	8	1692	0	0	0	1640	24	0	32	0	12	0	0	0	0	0	3408
Heavy Trucks	0	92	0		0	64	8		16	0	0		0	0	0		180
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 4/4/2025 4:35 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

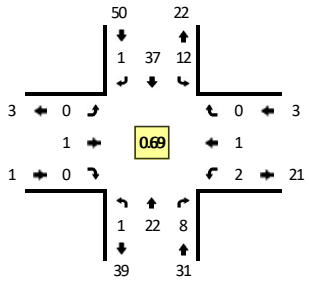
Type of peak hour being reported: Intersection Peak

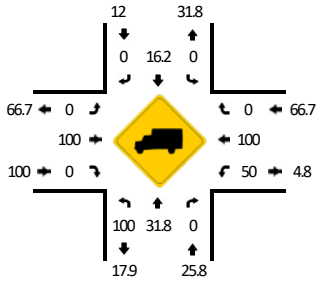
Method for determining peak hour: Total Entering Volume

LOCATION: 5. Discovery Dr -- N Dwy
CITY/STATE: Livermore, CA

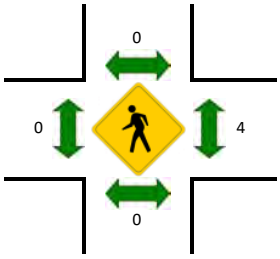
QC JOB #: 16974909
DATE: Thu, Mar 27 2025

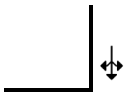
Peak-Hour: 7:10 AM -- 8:10 AM
Peak 15-Min: 7:55 AM -- 8:10 AM

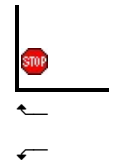


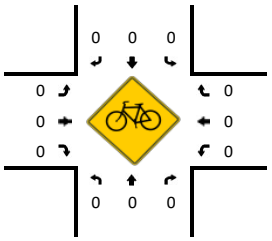


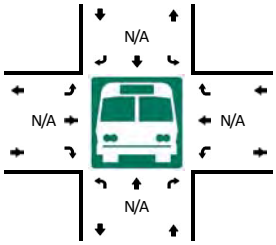
TRUE DATA TO IMPROVE MOBILITY

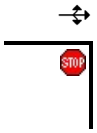


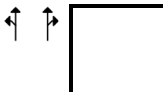


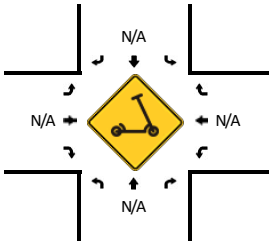












5-Min Count Period Beginning At	5. Discovery Dr (Northbound)				5. Discovery Dr (Southbound)				N Dwy (Eastbound)				N Dwy (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
7:00 AM	0	0	1	0	4	2	0	0	0	0	0	0	0	0	0	0	7	
7:05 AM	0	2	0	0	2	1	0	0	0	0	0	0	0	0	0	0	5	
7:10 AM	0	3	2	0	1	0	0	0	0	0	0	0	0	0	0	0	6	
7:15 AM	0	1	0	0	3	5	0	0	0	0	0	0	0	0	0	0	9	
7:20 AM	0	0	0	0	2	3	0	0	0	0	0	0	0	0	0	0	5	
7:25 AM	0	2	1	0	3	3	0	0	0	0	0	0	0	0	0	0	9	
7:30 AM	0	0	1	0	1	1	0	0	0	0	0	0	1	0	0	0	4	
7:35 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7:40 AM	0	2	0	0	0	4	1	0	0	0	0	0	0	0	0	0	7	
7:45 AM	0	1	2	0	0	5	0	0	0	0	0	0	0	1	0	0	9	
7:50 AM	1	2	1	0	0	1	0	0	0	0	0	0	0	0	0	0	5	
7:55 AM	0	3	1	0	1	4	0	0	0	1	0	0	0	0	0	0	10	76
8:00 AM	0	6	0	0	1	5	0	0	0	0	0	0	1	0	0	0	13	82
8:05 AM	0	2	0	0	0	6	0	0	0	0	0	0	0	0	0	0	8	85
8:10 AM	0	1	0	0	0	2	2	0	0	0	0	0	0	0	0	0	5	84
8:15 AM	0	0	1	0	0	2	0	0	0	0	0	0	0	0	0	0	3	78
8:20 AM	0	2	0	0	0	2	0	0	0	0	1	0	1	0	0	0	6	79
8:25 AM	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	3	73
8:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	69
8:35 AM	0	0	2	0	0	2	0	0	0	0	0	0	0	0	0	0	4	73
8:40 AM	0	2	0	0	1	2	0	0	0	0	0	0	0	0	0	0	5	71
8:45 AM	0	1	0	0	0	2	0	0	0	0	0	0	0	0	0	0	3	65
8:50 AM	0	2	0	0	0	1	0	0	0	0	0	0	1	0	0	0	4	64
8:55 AM	0	4	0	0	0	4	0	0	0	0	0	0	1	0	0	0	9	63

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	44	4	0	8	60	0	0	0	4	0	0	4	0	0	0	124
Heavy Trucks	0	16	0		0	12	0		0	4	0		4	0	0		36
Buses																	
Pedestrians		0				0				0				4			4
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 4/4/2025 4:35 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

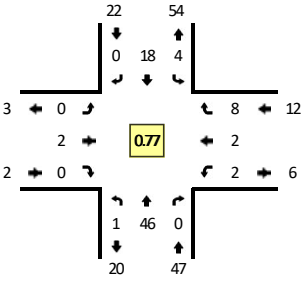
Type of peak hour being reported: Intersection Peak

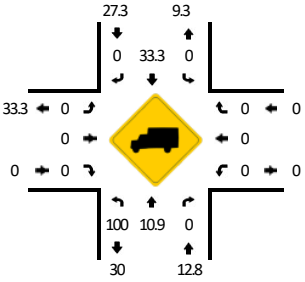
Method for determining peak hour: Total Entering Volume

LOCATION: 5. Discovery Dr -- N Dwy
CITY/STATE: Livermore, CA

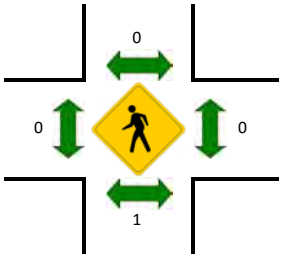
QC JOB #: 16974910
DATE: Thu, Mar 27 2025

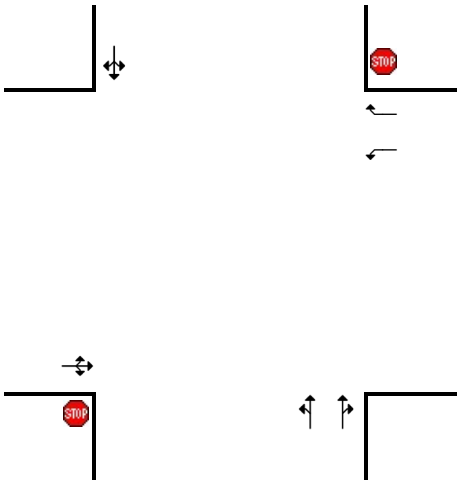
Peak-Hour: 4:15 PM -- 5:15 PM
Peak 15-Min: 4:25 PM -- 4:40 PM

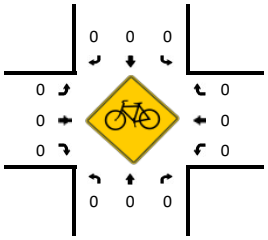


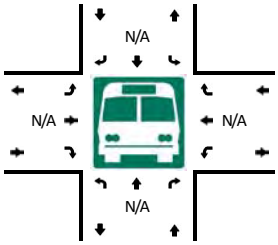


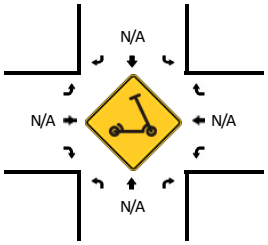
TRUE DATA TO IMPROVE MOBILITY











5-Min Count Period Beginning At	5. Discovery Dr (Northbound)				5. Discovery Dr (Southbound)				N Dwy (Eastbound)				N Dwy (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	0	5	0	0	0	2	0	0	0	0	0	0	0	0	3	0	10	
4:05 PM	0	1	0	0	0	1	0	0	0	0	0	0	0	0	3	0	5	
4:10 PM	0	0	0	0	0	2	0	0	0	0	0	0	1	0	0	0	3	
4:15 PM	0	6	0	0	0	0	0	0	0	0	0	0	0	0	2	0	8	
4:20 PM	0	4	0	0	1	1	0	0	0	0	0	0	0	1	1	0	8	
4:25 PM	0	3	0	0	0	3	0	0	0	1	0	0	1	0	0	0	8	
4:30 PM	0	4	0	0	0	2	0	0	0	0	0	0	1	0	0	0	7	
4:35 PM	0	6	0	0	1	4	0	0	0	0	0	0	0	0	1	0	12	
4:40 PM	0	5	0	0	0	3	0	0	0	0	0	0	0	0	0	0	8	
4:45 PM	0	1	0	0	1	0	0	0	0	0	0	0	0	0	2	0	4	
4:50 PM	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	2	
4:55 PM	0	2	0	0	0	0	0	0	0	0	0	0	0	0	1	0	3	78
5:00 PM	0	2	0	0	0	0	0	0	0	0	0	0	0	0	1	0	3	71
5:05 PM	0	10	0	0	1	2	0	0	0	1	0	0	0	1	0	0	15	81
5:10 PM	1	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0	5	83
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	1	0	2	0	3	78
5:20 PM	0	4	0	0	0	2	0	0	0	1	2	0	0	1	0	0	10	80
5:25 PM	0	3	0	0	0	2	0	0	0	0	0	0	0	1	1	0	7	79
5:30 PM	0	2	0	0	0	0	0	0	0	1	0	0	0	0	2	0	5	77
5:35 PM	0	5	0	0	0	3	0	0	0	0	0	0	0	0	0	0	8	73
5:40 PM	0	2	1	0	1	1	0	0	0	0	0	0	0	0	0	0	5	70
5:45 PM	0	1	0	0	0	2	0	0	0	0	0	0	0	0	1	0	4	70
5:50 PM	0	1	0	0	0	3	0	0	0	0	0	0	1	0	0	0	5	73
5:55 PM	0	3	1	0	0	1	0	0	0	0	0	0	0	0	0	0	5	75

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	52	0	0	4	36	0	0	0	4	0	0	8	0	4	0	108
Heavy Trucks	0	4	0		0	16	0		0	0	0		0	0	0		20
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 4/4/2025 4:35 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

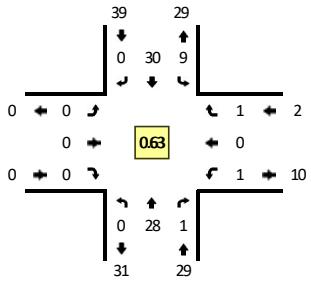
Type of peak hour being reported: Intersection Peak

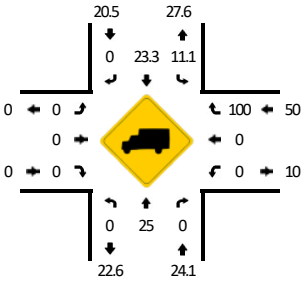
Method for determining peak hour: Total Entering Volume

LOCATION: 6. Discovery Dr -- Center Dwy
CITY/STATE: Livermore, CA

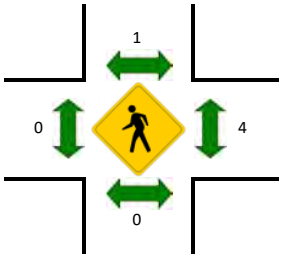
QC JOB #: 16974911
DATE: Thu, Mar 27 2025

Peak-Hour: 7:25 AM -- 8:25 AM
Peak 15-Min: 7:55 AM -- 8:10 AM

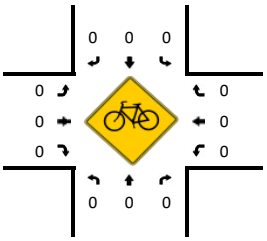


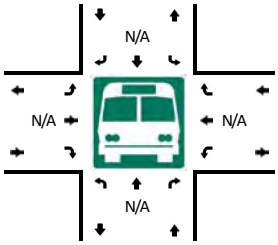


TRUE DATA TO IMPROVE MOBILITY

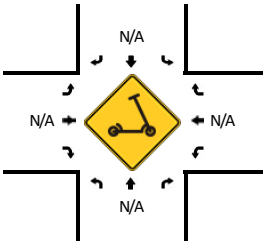












5-Min Count Period Beginning At	6. Discovery Dr (Northbound)				6. Discovery Dr (Southbound)				Center Dwy (Eastbound)				Center Dwy (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
7:00 AM	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	
7:05 AM	0	3	1	0	1	0	0	0	0	0	0	0	0	0	0	0	5	
7:10 AM	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	
7:15 AM	0	1	0	0	1	3	0	0	0	0	0	0	0	0	0	0	5	
7:20 AM	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	3	
7:25 AM	0	3	0	0	0	2	0	0	0	0	0	0	0	0	0	0	5	
7:30 AM	0	1	0	0	1	2	0	0	0	0	0	0	0	0	0	0	4	
7:35 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7:40 AM	0	2	0	0	0	4	0	0	0	0	0	0	0	0	0	0	6	
7:45 AM	0	3	0	0	2	3	0	0	0	0	0	0	0	0	0	0	8	
7:50 AM	0	4	0	0	1	0	0	0	0	0	0	0	1	0	0	0	6	
7:55 AM	0	3	0	0	2	2	0	0	0	0	0	0	0	0	1	0	8	56
8:00 AM	0	6	0	0	0	6	0	0	0	0	0	0	0	0	0	0	12	66
8:05 AM	0	2	0	0	2	4	0	0	0	0	0	0	0	0	0	0	8	69
8:10 AM	0	1	0	0	1	1	0	0	0	0	0	0	0	0	0	0	3	68
8:15 AM	0	1	0	0	0	2	0	0	0	0	0	0	0	0	0	0	3	66
8:20 AM	0	2	1	0	0	4	0	0	0	0	0	0	0	0	0	0	7	70
8:25 AM	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	68
8:30 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	65
8:35 AM	0	1	1	0	0	2	0	0	0	0	0	0	0	0	0	0	4	69
8:40 AM	0	2	1	0	0	2	0	0	0	0	0	0	0	0	0	0	5	68
8:45 AM	0	1	0	0	0	2	0	0	0	0	0	0	0	0	0	0	3	63
8:50 AM	0	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0	4	61
8:55 AM	0	4	0	0	0	5	0	0	0	0	0	0	0	0	0	0	9	62

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	44	0	0	16	48	0	0	0	0	0	0	0	0	4	0	112
Heavy Trucks	0	12	0		0	16	0		0	0	0		0	0	4		32
Buses																	
Pedestrians		0				0				0				4			4
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 4/4/2025 4:35 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

ATTACHMENT 3

Type of peak hour being reported: Intersection Peak

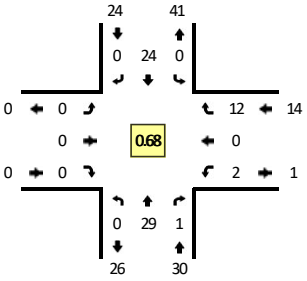
Method for determining peak hour: Total Entering Volume

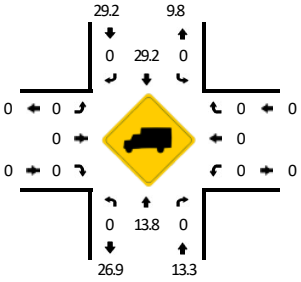
LOCATION: 6. Discovery Dr -- Center Dwy
CITY/STATE: Livermore, CA

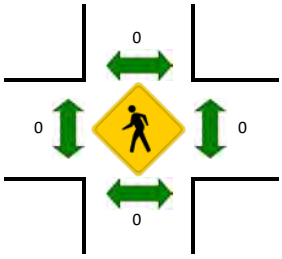
QC JOB #: 16974912
DATE: Thu, Mar 27 2025

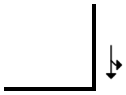
Peak-Hour: 4:25 PM -- 5:25 PM
Peak 15-Min: 4:30 PM -- 4:45 PM

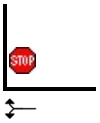
TRUE DATA TO IMPROVE MOBILITY

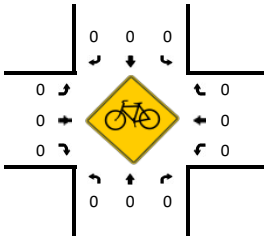


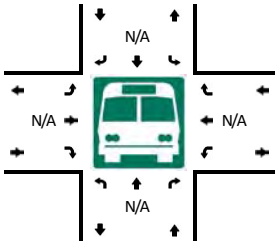




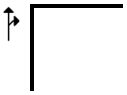


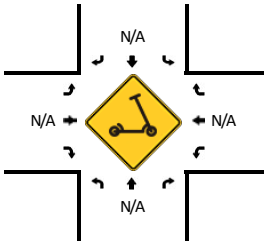












5-Min Count Period Beginning At	6. Discovery Dr (Northbound)				6. Discovery Dr (Southbound)				Center Dwy (Eastbound)				Center Dwy (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	0	2	0	0	0	2	0	0	0	0	0	0	0	0	3	0	7	
4:05 PM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0	2	
4:10 PM	0	0	0	0	1	1	0	0	0	0	0	0	0	0	1	0	3	
4:15 PM	0	4	0	0	0	1	0	0	0	0	0	0	0	0	2	0	7	
4:20 PM	0	1	0	0	0	1	0	0	0	0	0	0	0	0	2	0	4	
4:25 PM	0	3	0	0	0	4	0	0	0	0	0	0	0	0	0	0	7	
4:30 PM	0	4	0	0	0	3	0	0	0	0	0	0	0	0	0	0	7	
4:35 PM	0	4	0	0	0	4	0	0	0	0	0	0	0	0	2	0	10	
4:40 PM	0	2	0	0	0	3	0	0	0	0	0	0	0	0	3	0	8	
4:45 PM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
4:50 PM	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	2	
4:55 PM	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	60
5:00 PM	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	56
5:05 PM	0	4	0	0	0	2	0	0	0	0	0	0	0	0	6	0	12	66
5:10 PM	0	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0	4	67
5:15 PM	0	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0	2	62
5:20 PM	0	3	1	0	0	4	0	0	0	0	0	0	1	0	1	0	10	68
5:25 PM	0	1	1	0	0	2	0	0	0	0	0	0	1	0	2	0	7	68
5:30 PM	0	2	0	0	0	0	0	0	0	0	0	0	1	0	0	0	3	64
5:35 PM	0	4	0	0	0	3	0	0	0	0	0	0	0	0	1	0	8	62
5:40 PM	0	2	0	0	0	1	0	0	0	0	0	0	0	0	1	0	4	58
5:45 PM	0	1	0	0	0	2	0	0	0	0	0	0	0	0	0	0	3	60
5:50 PM	0	1	0	0	0	3	0	0	0	0	0	0	0	0	0	0	4	62
5:55 PM	0	3	0	0	0	1	0	0	0	0	0	0	0	0	0	0	4	64

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	40	0	0	0	40	0	0	0	0	0	0	0	0	20	0	100
Heavy Trucks	0	4	0		0	8	0		0	0	0		0	0	0		12
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 4/4/2025 4:35 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

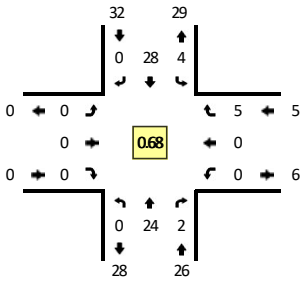
Type of peak hour being reported: Intersection Peak

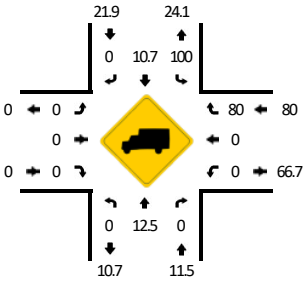
Method for determining peak hour: Total Entering Volume

LOCATION: 7. Discovery Dr -- S Dwy
CITY/STATE: Livermore, CA

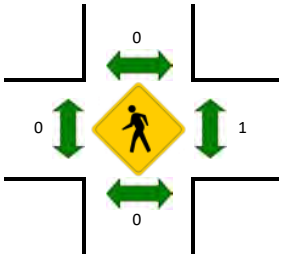
QC JOB #: 16974913
DATE: Thu, Mar 27 2025

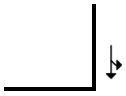
Peak-Hour: 7:25 AM -- 8:25 AM
Peak 15-Min: 7:50 AM -- 8:05 AM

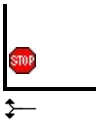


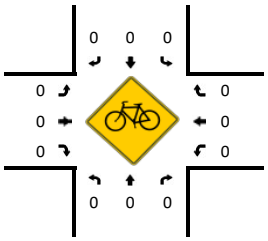


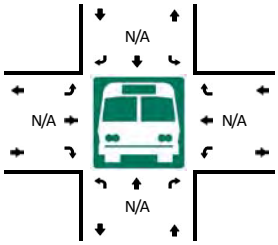
TRUE DATA TO IMPROVE MOBILITY

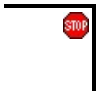


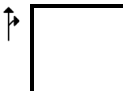


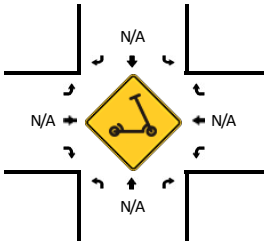












5-Min Count Period Beginning At	7. Discovery Dr (Northbound)				7. Discovery Dr (Southbound)				S Dwy (Eastbound)				S Dwy (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
7:00 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	
7:05 AM	0	3	0	0	0	0	0	0	0	0	0	0	1	0	1	0	5	
7:10 AM	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	
7:15 AM	0	0	0	0	0	3	0	0	0	0	0	0	0	0	1	0	4	
7:20 AM	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	3	
7:25 AM	0	3	0	0	0	2	0	0	0	0	0	0	0	0	0	0	5	
7:30 AM	0	1	1	0	0	2	0	0	0	0	0	0	0	0	0	0	4	
7:35 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7:40 AM	0	2	0	0	1	3	0	0	0	0	0	0	0	0	0	0	6	
7:45 AM	0	3	1	0	0	3	0	0	0	0	0	0	0	0	0	0	7	
7:50 AM	0	3	0	0	0	2	0	0	0	0	0	0	0	0	2	0	7	
7:55 AM	0	1	0	0	0	2	0	0	0	0	0	0	0	0	2	0	5	51
8:00 AM	0	5	0	0	1	5	0	0	0	0	0	0	0	0	0	0	11	61
8:05 AM	0	2	0	0	0	4	0	0	0	0	0	0	0	0	0	0	6	62
8:10 AM	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	2	60
8:15 AM	0	1	0	0	1	1	0	0	0	0	0	0	0	0	0	0	3	59
8:20 AM	0	2	0	0	1	3	0	0	0	0	0	0	0	0	1	0	7	63
8:25 AM	0	2	0	0	0	0	0	0	0	0	0	0	1	0	1	0	4	62
8:30 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	59
8:35 AM	0	2	0	0	1	1	0	0	0	0	0	0	0	0	0	0	4	63
8:40 AM	0	3	0	0	0	2	0	0	0	0	0	0	0	0	0	0	5	62
8:45 AM	0	0	0	0	1	1	0	0	0	0	0	0	0	0	1	0	3	58
8:50 AM	0	0	0	0	1	2	0	0	0	0	0	0	0	0	0	0	3	54
8:55 AM	0	3	0	0	0	4	0	0	0	0	0	0	0	0	1	0	8	57

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	36	0	0	4	36	0	0	0	0	0	0	0	0	16	0	92
Heavy Trucks	0	0	0		4	8	0		0	0	0		0	0	12		24
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 4/4/2025 4:35 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

ATTACHMENT 3

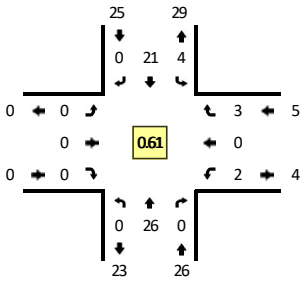
Type of peak hour being reported: Intersection Peak

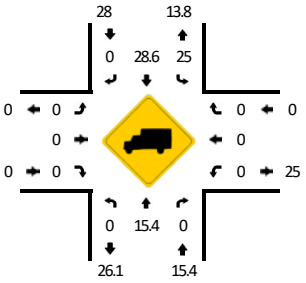
Method for determining peak hour: Total Entering Volume

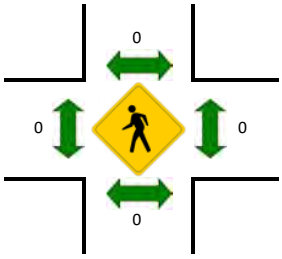
LOCATION: 7. Discovery Dr -- S Dwy
CITY/STATE: Livermore, CA

QC JOB #: 16974914
DATE: Thu, Mar 27 2025

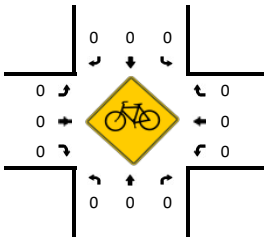
Peak-Hour: 4:25 PM -- 5:25 PM
Peak 15-Min: 4:25 PM -- 4:40 PM

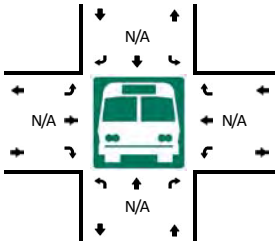




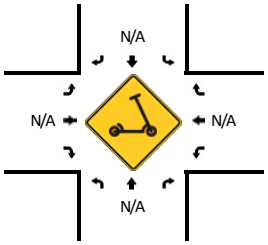












5-Min Count Period Beginning At	7. Discovery Dr (Northbound)				7. Discovery Dr (Southbound)				S Dwy (Eastbound)				S Dwy (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
4:00 PM	0	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0	4	
4:05 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4:10 PM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	
4:15 PM	0	4	0	0	0	1	0	0	0	0	0	0	0	0	0	0	5	
4:20 PM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0	2	
4:25 PM	0	3	0	0	0	4	0	0	0	0	0	0	0	0	0	0	7	
4:30 PM	0	4	0	0	0	3	0	0	0	0	0	0	0	0	0	0	7	
4:35 PM	0	4	0	0	1	3	0	0	0	0	0	0	0	0	1	0	9	
4:40 PM	0	1	0	0	0	3	0	0	0	0	0	0	0	0	0	0	4	
4:45 PM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
4:50 PM	0	1	0	0	0	1	0	0	0	0	0	0	1	0	0	0	3	
4:55 PM	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	45
5:00 PM	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	44
5:05 PM	0	3	0	0	0	1	0	0	0	0	0	0	0	0	0	0	4	48
5:10 PM	0	1	0	0	0	2	0	0	0	0	0	0	0	0	1	0	4	51
5:15 PM	0	1	0	0	1	1	0	0	0	0	0	0	0	0	0	0	3	49
5:20 PM	0	2	0	0	2	3	0	0	0	0	0	0	1	0	1	0	9	56
5:25 PM	0	1	0	0	1	2	0	0	0	0	0	0	0	0	1	0	5	54
5:30 PM	0	3	0	0	1	0	0	0	0	0	0	0	0	0	0	0	4	51
5:35 PM	0	3	0	0	0	3	0	0	0	0	0	0	0	0	0	0	6	48
5:40 PM	0	1	0	0	0	1	0	0	0	0	0	0	0	0	1	0	3	47
5:45 PM	0	1	0	0	0	2	0	0	0	0	0	0	0	0	0	0	3	49
5:50 PM	0	1	0	0	0	2	0	0	0	0	0	0	0	0	0	0	3	49
5:55 PM	0	3	0	0	1	1	0	0	0	0	0	0	0	0	0	0	5	52

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	44	0	0	4	40	0	0	0	0	0	0	0	0	4	0	92
Heavy Trucks	0	4	0		0	16	0		0	0	0		0	0	0		20
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 4/4/2025 4:35 PM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

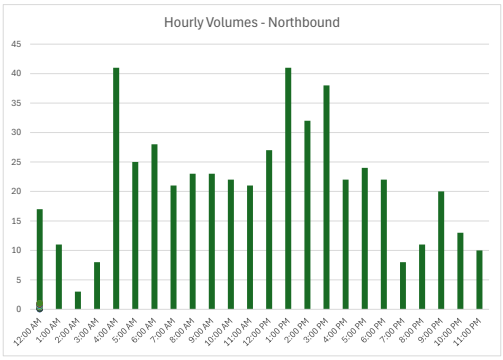
QUALITY COUNTS REPORT

Type: Volume Data
Location: Discovery Dr S of S Dwy
Specific Location:
City/State: Livermore / CA
Direction: NB

Start Time	Thu 27-Mar-25
12:00 AM	2
12:15 AM	5
12:30 AM	6
12:45 AM	4
1:00 AM	4
1:15 AM	1
1:30 AM	2
1:45 AM	4
2:00 AM	2
2:15 AM	0
2:30 AM	0
2:45 AM	1
3:00 AM	3
3:15 AM	2
3:30 AM	2
3:45 AM	1
4:00 AM	7
4:15 AM	8
4:30 AM	17
4:45 AM	9
5:00 AM	6
5:15 AM	5
5:30 AM	4
5:45 AM	10
6:00 AM	9
6:15 AM	4
6:30 AM	8
6:45 AM	7
7:00 AM	7
7:15 AM	3
7:30 AM	4
7:45 AM	7
8:00 AM	7
8:15 AM	5
8:30 AM	6
8:45 AM	5
9:00 AM	6
9:15 AM	5
9:30 AM	7
9:45 AM	5
10:00 AM	6
10:15 AM	3
10:30 AM	9
10:45 AM	4
11:00 AM	5
11:15 AM	2
11:30 AM	6
11:45 AM	8
12:00 PM	4
12:15 PM	9
12:30 PM	7
12:45 PM	7
1:00 PM	7
1:15 PM	12
1:30 PM	11
1:45 PM	11
2:00 PM	9
2:15 PM	10
2:30 PM	7
2:45 PM	6
3:00 PM	14
3:15 PM	14
3:30 PM	5
3:45 PM	5
4:00 PM	2
4:15 PM	7
4:30 PM	10
4:45 PM	3
5:00 PM	7
5:15 PM	5
5:30 PM	6
5:45 PM	6
6:00 PM	9
6:15 PM	3
6:30 PM	4
6:45 PM	6
7:00 PM	2
7:15 PM	2
7:30 PM	3
7:45 PM	1
8:00 PM	1
8:15 PM	4
8:30 PM	2
8:45 PM	4
9:00 PM	4
9:15 PM	7
9:30 PM	7
9:45 PM	2
10:00 PM	3
10:15 PM	3
10:30 PM	5
10:45 PM	2
11:00 PM	5
11:15 PM	4
11:30 PM	0
11:45 PM	1
Day Total	511
ADT	511

Direction NB

Hourly	Vol
12:00 AM	17
1:00 AM	11
2:00 AM	3
3:00 AM	8
4:00 AM	41
5:00 AM	25
6:00 AM	28
7:00 AM	21
8:00 AM	23
9:00 AM	23
10:00 AM	22
11:00 AM	21
12:00 PM	27
1:00 PM	41
2:00 PM	32
3:00 PM	38
4:00 PM	22
5:00 PM	24
6:00 PM	22
7:00 PM	8
8:00 PM	11
9:00 PM	20
10:00 PM	13
11:00 PM	10
sum	**511**

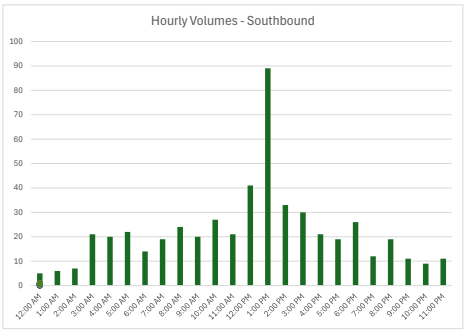


QUALITY COUNTS REPORT

Type: Volume Data
Location: Discovery Dr S of S Dwy
Specific Location:
City/State: Livermore / CA
Direction: SB

Start Time	Thu 27-Mar-25
12:00 AM	1
12:15 AM	1
12:30 AM	1
12:45 AM	2
1:00 AM	0
1:15 AM	5
1:30 AM	1
1:45 AM	0
2:00 AM	3
2:15 AM	2
2:30 AM	1
2:45 AM	1
3:00 AM	2
3:15 AM	2
3:30 AM	5
3:45 AM	12
4:00 AM	3
4:15 AM	1
4:30 AM	8
4:45 AM	8
5:00 AM	5
5:15 AM	4
5:30 AM	5
5:45 AM	8
6:00 AM	6
6:15 AM	4
6:30 AM	2
6:45 AM	2
7:00 AM	2
7:15 AM	8
7:30 AM	3
7:45 AM	6
8:00 AM	10
8:15 AM	5
8:30 AM	2
8:45 AM	7
9:00 AM	6
9:15 AM	4
9:30 AM	4
9:45 AM	6
10:00 AM	6
10:15 AM	12
10:30 AM	4
10:45 AM	5
11:00 AM	4
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4:00 PM	4
4:15 PM	6
4:30 PM	9
4:45 PM	2
5:00 PM	3
5:15 PM	7
5:30 PM	4
5:45 PM	5
6:00 PM	7
6:15 PM	6
6:30 PM	3
6:45 PM	10
7:00 PM	4
7:15 PM	1
7:30 PM	2
7:45 PM	5
8:00 PM	3
8:15 PM	6
8:30 PM	2
8:45 PM	8
9:00 PM	5
9:15 PM	4
9:30 PM	1
9:45 PM	1
10:00 PM	0
10:15 PM	3
10:30 PM	5
10:45 PM	1
11:00 PM	5
11:15 PM	4
11:30 PM	2
11:45 PM	0
Day Total	527
ADT	527
%Weekday	100.00%
%Week Ave	100.00%
AM Peak	3:45 AM
15-min Vol	12
PM Peak	1:30 PM
15-min Vol	49

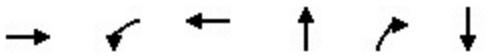
Direction SB	
Hourly	Vol
12:00 AM	5
1:00 AM	6
2:00 AM	7
3:00 AM	21
4:00 AM	20
5:00 AM	22
6:00 AM	14
7:00 AM	19
8:00 AM	24
9:00 AM	20
10:00 AM	27
11:00 AM	21
12:00 PM	41
1:00 PM	89
2:00 PM	33
3:00 PM	30
4:00 PM	21
5:00 PM	19
6:00 PM	26
7:00 PM	12
8:00 PM	19
9:00 PM	11
10:00 PM	9
11:00 PM	11
sum	**527**



Appendix B
Existing Conditions Synchro Worksheets

Queues

1: 1. Discovery Dr & Jack London Blvd 09/04/2025



Lane Group	EBT	WBL	WBT	NBT	NBR	SBT
Lane Group Flow (vph)	207	20	581	13	11	1
v/c Ratio	0.07	0.03	0.18	0.01	0.02	0.00
Control Delay (s/veh)	4.7	14.0	2.4	13.4	0.1	17.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	4.7	14.0	2.4	13.4	0.1	17.0
Queue Length 50th (ft)	0	1	0	0	0	0
Queue Length 95th (ft)	44	24	78	18	0	4
Internal Link Dist (ft)	419		723	380		182
Turn Bay Length (ft)		200			335	
Base Capacity (vph)	3049	1143	3567	1428	833	657
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.07	0.02	0.16	0.01	0.01	0.00

Intersection Summary

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	162	18	17	503	3	11	0	10	1	0	0
Future Volume (veh/h)	0	162	18	17	503	3	11	0	10	1	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		0.98	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	0	1841	1811	1292	1885	1900	1767	1900	863	418	1900	1900
Adj Flow Rate, veh/h	0	186	21	20	578	3	13	0	11	1	0	0
Peak Hour Factor	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87
Percent Heavy Veh, %	0	4	6	41	1	0	9	0	70	100	0	0
Cap, veh/h	0	904	101	51	1713	9	99	0	40	6	0	0
Arrive On Green	0.00	0.28	0.28	0.04	0.47	0.47	0.05	0.00	0.05	0.00	0.00	0.00
Sat Flow, veh/h	0	3264	354	1231	3653	19	1810	0	731	1809	0	0
Grp Volume(v), veh/h	0	102	105	20	283	298	13	0	11	1	0	0
Grp Sat Flow(s),veh/h/ln	0	1749	1777	1231	1791	1881	1810	0	731	1810	0	0
Q Serve(g_s), s	0.0	1.2	1.3	0.4	2.8	2.8	0.2	0.0	0.4	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.0	1.2	1.3	0.4	2.8	2.8	0.2	0.0	0.4	0.0	0.0	0.0
Prop In Lane	0.00		0.20	1.00		0.01	1.00		1.00	1.00		0.00
Lane Grp Cap(c), veh/h	0	498	506	51	840	882	99	0	40	6	0	0
V/C Ratio(X)	0.00	0.20	0.21	0.39	0.34	0.34	0.13	0.00	0.27	0.15	0.00	0.00
Avail Cap(c_a), veh/h	0	1873	1903	1318	1918	2015	1292	0	522	775	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	0.0	7.6	7.6	13.1	4.7	4.7	12.6	0.0	12.7	13.9	0.0	0.0
Incr Delay (d2), s/veh	0.0	0.1	0.1	1.8	0.2	0.2	0.2	0.0	1.4	4.1	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.2	0.2	0.1	0.2	0.2	0.1	0.0	0.1	0.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	0.0	7.8	7.8	14.9	4.9	4.9	12.8	0.0	14.1	18.0	0.0	0.0
LnGrp LOS		A	A	B	A	A	B		B	B		
Approach Vol, veh/h		207			601			24			1	
Approach Delay, s/veh		7.8			5.2			13.4			18.0	
Approach LOS		A			A			B			B	

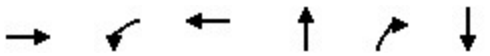
Timer - Assigned Phs	1	2		4		6		8				
Phs Duration (G+Y+Rc), s	5.2	13.3		4.0		18.4		5.5				
Change Period (Y+Rc), s	4.0	5.3		4.0		5.3		4.0				
Max Green Setting (Gmax), s	30.0	30.0		12.0		30.0		20.0				
Max Q Clear Time (g_c+I1), s	2.4	3.3		2.0		4.8		2.4				
Green Ext Time (p_c), s	0.0	0.8		0.0		2.5		0.0				

Intersection Summary	
HCM 7th Control Delay, s/veh	6.1
HCM 7th LOS	A

Notes

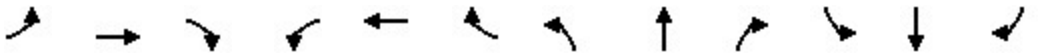
User approved pedestrian interval to be less than phase max green.

Queues
2: 2. Voyager St & Jack London Blvd 09/04/2025



Lane Group	EBT	WBL	WBT	NBT	NBR	SBT
Lane Group Flow (vph)	196	38	564	9	24	1
v/c Ratio	0.07	0.06	0.18	0.02	0.04	0.00
Control Delay (s/veh)	4.4	13.2	2.1	14.5	0.1	19.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	4.4	13.2	2.1	14.5	0.1	19.0
Queue Length 50th (ft)	0	0	0	0	0	0
Queue Length 95th (ft)	42	38	71	15	0	5
Internal Link Dist (ft)	723		1056	639		165
Turn Bay Length (ft)		295			320	
Base Capacity (vph)	2986	1103	3271	1056	908	1305
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.07	0.03	0.17	0.01	0.03	0.00

Intersection Summary



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	165	10	34	501	1	8	0	21	1	0	0
Future Volume (veh/h)	0	165	10	34	501	1	8	0	21	1	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		0.98	1.00		0.98	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1796	1307	1292	1856	1900	1159	1900	1055	1900	1900	1900
Adj Flow Rate, veh/h	0	185	11	38	563	1	9	0	24	1	0	0
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Percent Heavy Veh, %	0	7	40	41	3	0	50	0	57	0	0	0
Cap, veh/h	6	887	52	89	1732	3	122	0	60	6	0	0
Arrive On Green	0.00	0.27	0.27	0.07	0.48	0.48	0.07	0.00	0.07	0.00	0.00	0.00
Sat Flow, veh/h	1810	3270	193	1231	3611	6	1810	0	893	1809	0	0
Grp Volume(v), veh/h	0	96	100	38	275	289	9	0	24	1	0	0
Grp Sat Flow(s),veh/h/ln	1810	1706	1756	1231	1763	1854	1810	0	893	1810	0	0
Q Serve(g_s), s	0.0	1.3	1.3	0.9	2.8	2.8	0.1	0.0	0.8	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.0	1.3	1.3	0.9	2.8	2.8	0.1	0.0	0.8	0.0	0.0	0.0
Prop In Lane	1.00		0.11	1.00		0.00	1.00		1.00	1.00		0.00
Lane Grp Cap(c), veh/h	6	463	476	89	845	889	122	0	60	6	0	0
V/C Ratio(X)	0.00	0.21	0.21	0.43	0.33	0.33	0.07	0.00	0.40	0.16	0.00	0.00
Avail Cap(c_a), veh/h	738	2029	2088	836	2096	2204	1537	0	759	738	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	0.0	8.3	8.3	13.1	4.7	4.7	12.9	0.0	13.2	14.7	0.0	0.0
Incr Delay (d2), s/veh	0.0	0.2	0.2	1.2	0.2	0.2	0.1	0.0	1.6	4.5	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.3	0.3	0.2	0.3	0.3	0.0	0.0	0.1	0.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	0.0	8.4	8.5	14.3	4.9	4.9	13.0	0.0	14.7	19.2	0.0	0.0
LnGrp LOS		A	A	B	A	A	B		B	B		
Approach Vol, veh/h		196			602			33			1	
Approach Delay, s/veh		8.5			5.5			14.2			19.2	
Approach LOS		A			A			B			B	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	6.1	13.3		4.0	0.0	19.4		6.0				
Change Period (Y+Rc), s	4.0	5.3		4.0	4.0	5.3		4.0				
Max Green Setting (Gmax), s	20.0	35.0		12.0	12.0	35.0		25.0				
Max Q Clear Time (g_c+I1), s	2.9	3.3		2.0	0.0	4.8		2.8				
Green Ext Time (p_c), s	0.0	0.8		0.0	0.0	2.5		0.0				

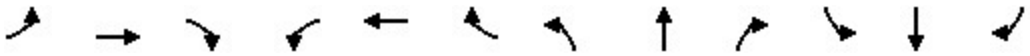
Intersection Summary		
HCM 7th Control Delay, s/veh	6.5	
HCM 7th LOS	A	

Notes

User approved pedestrian interval to be less than phase max green.

Queues

3: 3. Isabel Ave & Jack London Blvd 09/04/2025



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	19	80	86	157	306	489	183	1289	194	162	1589	101
v/c Ratio	0.06	0.13	0.24	0.33	0.54	0.65	0.44	0.71	0.28	0.41	0.90	0.17
Control Delay (s/veh)	53.3	41.0	2.8	51.5	41.5	22.4	54.8	33.6	5.1	55.4	42.6	2.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	53.3	41.0	2.8	51.5	41.5	22.4	54.8	33.6	5.1	55.4	42.6	2.7
Queue Length 50th (ft)	6	26	0	51	175	157	61	256	1	54	352	0
Queue Length 95th (ft)	23	52	11	113	352	388	131	448	54	119	604	21
Internal Link Dist (ft)		1056			946			2204			1225	
Turn Bay Length (ft)	190		450	185			290		335	240		250
Base Capacity (vph)	310	1676	775	591	1000	780	597	2952	1000	461	2742	864
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.06	0.05	0.11	0.27	0.31	0.63	0.31	0.44	0.19	0.35	0.58	0.12

Intersection Summary

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	18	74	80	146	285	455	170	1199	180	151	1478	94
Future Volume (veh/h)	18	74	80	146	285	455	170	1199	180	151	1478	94
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		0.99	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1159	1826	1737	1826	1885	1856	1841	1767	1781	1885	1767	1678
Adj Flow Rate, veh/h	19	80	86	157	306	489	183	1289	194	162	1589	101
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	50	5	11	5	1	3	4	9	8	1	9	15
Cap, veh/h	126	755	321	453	553	627	401	1742	545	381	1700	501
Arrive On Green	0.06	0.22	0.22	0.13	0.29	0.29	0.12	0.36	0.36	0.11	0.35	0.35
Sat Flow, veh/h	2141	3469	1472	3374	1885	1552	3401	4823	1510	3483	4823	1422
Grp Volume(v), veh/h	19	80	86	157	306	489	183	1289	194	162	1589	101
Grp Sat Flow(s),veh/h/ln	1071	1735	1472	1687	1885	1552	1700	1608	1510	1742	1608	1422
Q Serve(g_s), s	1.0	2.2	5.7	5.0	16.2	32.5	5.9	27.6	11.2	5.1	37.7	5.9
Cycle Q Clear(g_c), s	1.0	2.2	5.7	5.0	16.2	32.5	5.9	27.6	11.2	5.1	37.7	5.9
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	126	755	321	453	553	627	401	1742	545	381	1700	501
V/C Ratio(X)	0.15	0.11	0.27	0.35	0.55	0.78	0.46	0.74	0.36	0.43	0.93	0.20
Avail Cap(c_a), veh/h	271	755	321	570	955	959	574	2851	893	441	2240	660
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	52.9	37.1	38.5	46.5	35.3	30.9	48.7	33.0	27.7	49.3	37.0	26.7
Incr Delay (d2), s/veh	0.2	0.0	0.2	0.2	0.3	1.0	0.3	0.2	0.1	0.3	5.9	0.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	0.9	2.0	2.1	7.2	11.7	2.5	10.1	3.9	2.2	14.9	1.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	53.1	37.1	38.6	46.7	35.6	31.8	49.0	33.2	27.9	49.5	42.9	26.8
LnGrp LOS	D	D	D	D	D	C	D	C	C	D	D	C
Approach Vol, veh/h		185			952			1666			1852	
Approach Delay, s/veh		39.5			35.5			34.3			42.6	
Approach LOS		D			D			C			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	17.6	48.6	20.6	31.6	18.7	47.5	11.7	40.5
Change Period (Y+Rc), s	4.7	5.8	4.7	5.8	4.7	5.8	4.7	5.8
Max Green Setting (Gmax), s	15.0	70.0	20.0	15.0	20.0	55.0	15.0	60.0
Max Q Clear Time (g_c+I1), s	7.1	29.6	7.0	7.7	7.9	39.7	3.0	34.5
Green Ext Time (p_c), s	0.0	1.4	0.0	0.0	0.0	2.1	0.0	0.2

Intersection Summary	
HCM 7th Control Delay, s/veh	38.0
HCM 7th LOS	D

Notes

User approved pedestrian interval to be less than phase max green.

Queues
4: 4. Isabel Ave & Discovery Dr 09/04/2025



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Group Flow (vph)	19	15	33	1531	1795	43
v/c Ratio	0.07	0.06	0.08	0.36	0.47	0.04
Control Delay (s/veh)	23.2	13.7	22.8	2.3	6.8	4.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	23.2	13.7	22.8	2.3	6.8	4.0
Queue Length 50th (ft)	2	0	3	0	0	0
Queue Length 95th (ft)	11	8	16	89	233	15
Internal Link Dist (ft)	707			1881	2204	
Turn Bay Length (ft)	160	290	255			200
Base Capacity (vph)	1041	803	1483	4803	3833	1108
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.02	0.02	0.02	0.32	0.47	0.04

Intersection Summary



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	18	14	31	1454	1705	41
Future Volume (veh/h)	18	14	31	1454	1705	41
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	996	848	1707	1781	1781	1648
Adj Flow Rate, veh/h	19	15	33	1531	1795	43
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	61	71	13	8	8	17
Cap, veh/h	103	71	172	3160	2147	616
Arrive On Green	0.06	0.06	0.05	0.65	0.44	0.44
Sat Flow, veh/h	1840	1264	3155	5024	5024	1397
Grp Volume(v), veh/h	19	15	33	1531	1795	43
Grp Sat Flow(s),veh/h/ln	920	632	1577	1621	1621	1397
Q Serve(g_s), s	0.4	0.4	0.4	6.0	12.1	0.7
Cycle Q Clear(g_c), s	0.4	0.4	0.4	6.0	12.1	0.7
Prop In Lane	1.00	1.00	1.00			1.00
Lane Grp Cap(c), veh/h	103	71	172	3160	2147	616
V/C Ratio(X)	0.19	0.21	0.19	0.48	0.84	0.07
Avail Cap(c_a), veh/h	1243	854	2130	3941	3941	1132
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	16.7	16.7	16.7	3.3	9.2	6.0
Incr Delay (d2), s/veh	0.3	0.6	0.2	0.0	0.3	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.0	0.1	0.0	1.9	0.1
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	17.0	17.3	16.9	3.4	9.5	6.0
LnGrp LOS	B	B	B	A	A	A
Approach Vol, veh/h	34			1564	1838	
Approach Delay, s/veh	17.1			3.6	9.4	
Approach LOS	B			A	A	

Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		30.3		6.8	7.7	22.5
Change Period (Y+Rc), s		6.2		4.7	5.7	6.2
Max Green Setting (Gmax), s		30.0		25.0	25.0	30.0
Max Q Clear Time (g_c+I1), s		8.0		2.4	2.4	14.1
Green Ext Time (p_c), s		1.9		0.0	0.0	2.2

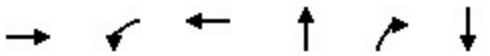
Intersection Summary	
HCM 7th Control Delay, s/veh	6.9
HCM 7th LOS	A

Notes

User approved pedestrian interval to be less than phase max green.

Queues

1: 1. Discovery Dr & Jack London Blvd 09/04/2025



Lane Group	EBT	WBL	WBT	NBT	NBR	SBT
Lane Group Flow (vph)	634	9	282	37	13	4
v/c Ratio	0.24	0.02	0.10	0.05	0.02	0.01
Control Delay (s/veh)	7.2	15.3	4.3	13.3	0.1	0.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	7.2	15.3	4.3	13.3	0.1	0.0
Queue Length 50th (ft)	0	0	0	0	0	0
Queue Length 95th (ft)	142	14	42	34	0	0
Internal Link Dist (ft)	170		723	370		182
Turn Bay Length (ft)		200			335	
Base Capacity (vph)	3203	1084	3574	1369	1058	938
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.20	0.01	0.08	0.03	0.01	0.00

Intersection Summary

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	581	15	8	265	0	35	0	12	3	0	1
Future Volume (veh/h)	0	581	15	8	265	0	35	0	12	3	0	1
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	0	1885	1796	1159	1885	0	1811	1900	1530	1411	1900	1900
Adj Flow Rate, veh/h	0	618	16	9	282	0	37	0	13	3	0	1
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	0	1	7	50	1	0	6	0	25	33	0	0
Cap, veh/h	0	1090	28	21	1633	0	184	0	132	9	0	3
Arrive On Green	0.00	0.31	0.31	0.02	0.46	0.00	0.10	0.00	0.10	0.01	0.00	0.01
Sat Flow, veh/h	0	3661	92	1104	3676	0	1810	0	1296	1316	0	439
Grp Volume(v), veh/h	0	310	324	9	282	0	37	0	13	4	0	0
Grp Sat Flow(s),veh/h/ln	0	1791	1868	1104	1791	0	1810	0	1296	1755	0	0
Q Serve(g_s), s	0.0	4.4	4.4	0.2	1.4	0.0	0.6	0.0	0.3	0.1	0.0	0.0
Cycle Q Clear(g_c), s	0.0	4.4	4.4	0.2	1.4	0.0	0.6	0.0	0.3	0.1	0.0	0.0
Prop In Lane	0.00		0.05	1.00		0.00	1.00		1.00	0.75		0.25
Lane Grp Cap(c), veh/h	0	547	571	21	1633	0	184	0	132	12	0	0
V/C Ratio(X)	0.00	0.57	0.57	0.42	0.17	0.00	0.20	0.00	0.10	0.35	0.00	0.00
Avail Cap(c_a), veh/h	0	1760	1836	1085	3520	0	1186	0	849	690	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	0.0	8.9	8.9	14.8	4.9	0.0	12.6	0.0	12.4	15.1	0.0	0.0
Incr Delay (d2), s/veh	0.0	0.7	0.7	4.9	0.0	0.0	0.2	0.0	0.1	6.5	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	1.0	1.0	0.1	0.2	0.0	0.2	0.0	0.1	0.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	0.0	9.6	9.6	19.7	4.9	0.0	12.8	0.0	12.6	21.6	0.0	0.0
LnGrp LOS		A	A	B	A		B		B	C		
Approach Vol, veh/h		634			291			50			4	
Approach Delay, s/veh		9.6			5.4			12.7			21.6	
Approach LOS		A			A			B			C	

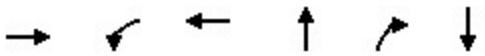
Timer - Assigned Phs	1	2		4		6		8				
Phs Duration (G+Y+Rc), s	4.6	14.6		4.2		19.2		7.1				
Change Period (Y+Rc), s	4.0	5.3		4.0		5.3		4.0				
Max Green Setting (Gmax), s	30.0	30.0		12.0		30.0		20.0				
Max Q Clear Time (g_c+I1), s	2.2	6.4		2.1		3.4		2.6				
Green Ext Time (p_c), s	0.0	2.8		0.0		1.3		0.1				

Intersection Summary			
HCM 7th Control Delay, s/veh		8.5	
HCM 7th LOS		A	

Notes

User approved pedestrian interval to be less than phase max green.

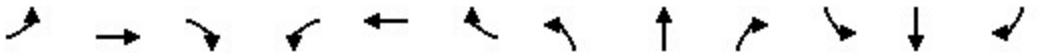
Queues
2: 2. Voyager St & Jack London Blvd 09/04/2025



Lane Group	EBT	WBL	WBT	NBT	NBR	SBT
Lane Group Flow (vph)	648	22	303	8	49	1
v/c Ratio	0.24	0.04	0.11	0.02	0.08	0.00
Control Delay (s/veh)	6.5	14.7	3.7	15.0	0.3	0.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	6.5	14.7	3.7	15.0	0.3	0.0
Queue Length 50th (ft)	0	0	0	0	0	0
Queue Length 95th (ft)	137	24	40	12	0	0
Internal Link Dist (ft)	723		1056	639		165
Turn Bay Length (ft)		295			320	
Base Capacity (vph)	3266	1028	3360	1069	1028	743
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.20	0.02	0.09	0.01	0.05	0.00

Intersection Summary

HCM 7th Signalized Intersection Summary
2: 2. Voyager St & Jack London Blvd 09/04/2025



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	594	2	20	278	1	7	0	45	0	0	1
Future Volume (veh/h)	0	594	2	20	278	1	7	0	45	0	0	1
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		0.98	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1870	1159	1307	1870	418	1263	1900	1366	1900	1900	418
Adj Flow Rate, veh/h	0	646	2	22	302	1	8	0	49	0	0	1
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	0	2	50	40	2	100	43	0	36	0	0	100
Cap, veh/h	6	1122	3	55	1742	6	180	0	115	0	0	5
Arrive On Green	0.00	0.31	0.31	0.04	0.48	0.48	0.10	0.00	0.10	0.00	0.00	0.00
Sat Flow, veh/h	1810	3634	11	1245	3633	12	1810	0	1158	0	0	1610
Grp Volume(v), veh/h	0	316	332	22	148	155	8	0	49	0	0	1
Grp Sat Flow(s),veh/h/ln	1810	1777	1868	1245	1777	1868	1810	0	1158	0	0	1610
Q Serve(g_s), s	0.0	4.7	4.7	0.5	1.5	1.5	0.1	0.0	1.3	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.0	4.7	4.7	0.5	1.5	1.5	0.1	0.0	1.3	0.0	0.0	0.0
Prop In Lane	1.00		0.01	1.00		0.01	1.00		1.00	0.00		1.00
Lane Grp Cap(c), veh/h	6	548	577	55	852	895	180	0	115	0	0	5
V/C Ratio(X)	0.00	0.58	0.58	0.40	0.17	0.17	0.04	0.00	0.42	0.00	0.00	0.20
Avail Cap(c_a), veh/h	686	1963	2064	786	1963	2064	1428	0	914	0	0	610
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	0.00	1.00
Uniform Delay (d), s/veh	0.0	9.2	9.2	14.7	4.7	4.7	12.9	0.0	13.4	0.0	0.0	15.8
Incr Delay (d2), s/veh	0.0	0.7	0.7	1.7	0.1	0.1	0.0	0.0	0.9	0.0	0.0	6.8
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	1.1	1.1	0.1	0.2	0.2	0.0	0.0	0.3	0.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	0.0	9.9	9.9	16.4	4.8	4.7	12.9	0.0	14.3	0.0	0.0	22.6
LnGrp LOS		A	A	B	A	A	B		B			C
Approach Vol, veh/h		648			325			57			1	
Approach Delay, s/veh		9.9			5.5			14.1			22.6	
Approach LOS		A			A			B			C	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	5.4	15.1		4.0	0.0	20.5		7.2				
Change Period (Y+Rc), s	4.0	5.3		4.0	4.0	5.3		4.0				
Max Green Setting (Gmax), s	20.0	35.0		12.0	12.0	35.0		25.0				
Max Q Clear Time (g_c+I1), s	2.5	6.7		2.0	0.0	3.5		3.3				
Green Ext Time (p_c), s	0.0	2.9		0.0	0.0	1.2		0.1				

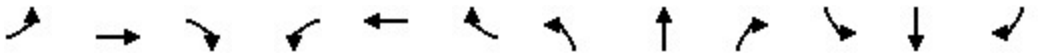
Intersection Summary	
HCM 7th Control Delay, s/veh	8.8
HCM 7th LOS	A

Notes

User approved pedestrian interval to be less than phase max green.

Queues

3: 3. Isabel Ave & Jack London Blvd 09/04/2025



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	84	428	167	114	164	378	74	1337	215	253	1455	54
v/c Ratio	0.17	0.77	0.45	0.20	0.54	0.60	0.15	0.83	0.33	0.53	0.80	0.09
Control Delay (s/veh)	39.3	51.0	10.5	38.4	46.0	25.6	40.1	35.3	5.5	44.8	33.2	0.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	39.3	51.0	10.5	38.4	46.0	25.6	40.1	35.3	5.5	44.8	33.2	0.3
Queue Length 50th (ft)	23	136	0	31	95	154	21	274	4	76	313	0
Queue Length 95th (ft)	51	208	59	64	176	276	46	351	54	128	387	0
Internal Link Dist (ft)		1056			946			2204			1225	
Turn Bay Length (ft)	190		450	185			290		335	240		250
Base Capacity (vph)	497	2027	933	708	1141	652	701	3600	1188	536	3343	992
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.17	0.21	0.18	0.16	0.14	0.58	0.11	0.37	0.18	0.47	0.44	0.05

Intersection Summary

HCM 7th Signalized Intersection Summary
3: 3. Isabel Ave & Jack London Blvd 09/04/2025

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	80	407	159	108	156	359	70	1270	204	240	1382	51
Future Volume (veh/h)	80	407	159	108	156	359	70	1270	204	240	1382	51
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1767	1885	1826	1870	1856	1885	1856	1841	1856	1885	1841	1693
Adj Flow Rate, veh/h	84	428	167	114	164	378	74	1337	215	253	1455	54
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	9	1	5	2	3	1	3	4	3	1	4	14
Cap, veh/h	436	735	317	522	413	559	413	1556	487	445	1591	454
Arrive On Green	0.13	0.21	0.21	0.15	0.22	0.22	0.12	0.31	0.31	0.13	0.32	0.32
Sat Flow, veh/h	3264	3582	1545	3456	1856	1595	3428	5025	1572	3483	5025	1434
Grp Volume(v), veh/h	84	428	167	114	164	378	74	1337	215	253	1455	54
Grp Sat Flow(s),veh/h/ln	1632	1791	1545	1728	1856	1595	1714	1675	1572	1742	1675	1434
Q Serve(g_s), s	2.3	11.0	9.8	2.9	7.7	20.5	2.0	25.5	11.1	7.0	28.3	2.7
Cycle Q Clear(g_c), s	2.3	11.0	9.8	2.9	7.7	20.5	2.0	25.5	11.1	7.0	28.3	2.7
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	436	735	317	522	413	559	413	1556	487	445	1591	454
V/C Ratio(X)	0.19	0.58	0.53	0.22	0.40	0.68	0.18	0.86	0.44	0.57	0.91	0.12
Avail Cap(c_a), veh/h	481	735	317	679	1094	1145	674	3457	1082	514	2717	775
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	39.2	36.5	36.0	37.9	33.7	28.1	40.2	33.0	28.1	41.7	33.4	24.7
Incr Delay (d2), s/veh	0.1	0.8	0.8	0.1	0.2	0.5	0.1	0.6	0.2	0.4	1.7	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.9	4.7	3.6	1.2	3.3	7.4	0.8	9.6	4.0	2.9	11.0	0.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	39.3	37.3	36.8	38.0	34.0	28.7	40.3	33.6	28.3	42.2	35.1	24.7
LnGrp LOS	D	D	D	D	C	C	D	C	C	D	D	C
Approach Vol, veh/h		679			656			1626			1762	
Approach Delay, s/veh		37.4			31.6			33.2			35.8	
Approach LOS		D			C			C			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	17.7	37.3	20.1	26.7	17.0	38.0	18.3	28.4
Change Period (Y+Rc), s	4.7	5.8	4.7	5.8	4.7	5.8	4.7	5.8
Max Green Setting (Gmax), s	15.0	70.0	20.0	15.0	20.0	55.0	15.0	60.0
Max Q Clear Time (g_c+I1), s	9.0	27.5	4.9	13.0	4.0	30.3	4.3	22.5
Green Ext Time (p_c), s	0.0	1.5	0.0	0.2	0.0	1.9	0.0	0.1

Intersection Summary	
HCM 7th Control Delay, s/veh	34.6
HCM 7th LOS	C

Notes

User approved pedestrian interval to be less than phase max green.

Queues

4: 4. Isabel Ave & Discovery Dr 09/04/2025



Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Group Flow (vph)	41	36	12	1565	1732	35
v/c Ratio	0.10	0.10	0.04	0.40	0.47	0.04
Control Delay (s/veh)	19.9	9.2	19.5	3.7	6.3	3.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	19.9	9.2	19.5	3.7	6.3	3.8
Queue Length 50th (ft)	6	0	1	69	79	1
Queue Length 95th (ft)	18	11	8	90	216	13
Internal Link Dist (ft)	707			1881	2204	
Turn Bay Length (ft)	160	290	255			200
Base Capacity (vph)	1442	1238	1223	4988	3956	981
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.03	0.03	0.01	0.31	0.44	0.04

Intersection Summary



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	39	34	11	1471	1628	33
Future Volume (veh/h)	39	34	11	1471	1628	33
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1559	1633	1233	1841	1856	1455
Adj Flow Rate, veh/h	41	36	12	1565	1732	35
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	23	18	45	4	3	30
Cap, veh/h	300	254	50	2993	2110	514
Arrive On Green	0.10	0.10	0.02	0.60	0.42	0.42
Sat Flow, veh/h	2881	2436	2278	5191	5233	1233
Grp Volume(v), veh/h	41	36	12	1565	1732	35
Grp Sat Flow(s),veh/h/ln	1440	1218	1139	1675	1689	1233
Q Serve(g_s), s	0.5	0.5	0.2	6.6	11.0	0.6
Cycle Q Clear(g_c), s	0.5	0.5	0.2	6.6	11.0	0.6
Prop In Lane	1.00	1.00	1.00			1.00
Lane Grp Cap(c), veh/h	300	254	50	2993	2110	514
V/C Ratio(X)	0.14	0.14	0.24	0.52	0.82	0.07
Avail Cap(c_a), veh/h	1984	1678	1569	4153	4187	1019
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	14.8	14.8	17.5	4.3	9.4	6.4
Incr Delay (d2), s/veh	0.1	0.1	0.9	0.1	0.3	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.3	0.0	0.2	1.9	0.1
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	14.9	14.9	18.4	4.4	9.7	6.4
LnGrp LOS	B	B	B	A	A	A
Approach Vol, veh/h	77			1577	1767	
Approach Delay, s/veh	14.9			4.5	9.6	
Approach LOS	B			A	A	

Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		27.8		8.5	6.5	21.3
Change Period (Y+Rc), s		6.2		4.7	5.7	6.2
Max Green Setting (Gmax), s		30.0		25.0	25.0	30.0
Max Q Clear Time (g_c+I1), s		8.6		2.5	2.2	13.0
Green Ext Time (p_c), s		1.9		0.0	0.0	2.1

Intersection Summary	
HCM 7th Control Delay, s/veh	7.4
HCM 7th LOS	A

Notes

User approved pedestrian interval to be less than phase max green.

Appendix C
Existing Plus Closure Project Synchro Worksheets

HCM 7th Signalized Intersection Summary
1: 1. Discovery Dr & Jack London Blvd 05/25/2026

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	186	18	43	503	3	11	0	10	1	0	0
Future Volume (veh/h)	0	186	18	43	503	3	11	0	10	1	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		0.98	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	0	1841	1811	1292	1885	1900	1767	1900	863	418	1900	1900
Adj Flow Rate, veh/h	0	214	21	49	578	3	13	0	11	1	0	0
Peak Hour Factor	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87
Percent Heavy Veh, %	0	4	6	41	1	0	9	0	70	100	0	0
Cap, veh/h	0	869	84	110	1807	9	99	0	40	6	0	0
Arrive On Green	0.00	0.27	0.27	0.09	0.49	0.49	0.05	0.00	0.05	0.00	0.00	0.00
Sat Flow, veh/h	0	3312	313	1231	3653	19	1810	0	731	1809	0	0
Grp Volume(v), veh/h	0	115	120	49	283	298	13	0	11	1	0	0
Grp Sat Flow(s),veh/h/ln	0	1749	1784	1231	1791	1881	1810	0	731	1810	0	0
Q Serve(g_s), s	0.0	1.5	1.6	1.1	2.8	2.8	0.2	0.0	0.4	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.0	1.5	1.6	1.1	2.8	2.8	0.2	0.0	0.4	0.0	0.0	0.0
Prop In Lane	0.00		0.18	1.00		0.01	1.00		1.00	1.00		0.00
Lane Grp Cap(c), veh/h	0	472	482	110	886	931	99	0	40	6	0	0
V/C Ratio(X)	0.00	0.24	0.25	0.44	0.32	0.32	0.13	0.00	0.28	0.16	0.00	0.00
Avail Cap(c_a), veh/h	0	1772	1808	1247	1815	1906	1222	0	494	733	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	0.0	8.4	8.5	12.8	4.5	4.5	13.3	0.0	13.4	14.7	0.0	0.0
Incr Delay (d2), s/veh	0.0	0.2	0.2	1.0	0.2	0.1	0.2	0.0	1.4	4.6	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.3	0.3	0.2	0.2	0.2	0.1	0.0	0.1	0.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	0.0	8.6	8.7	13.8	4.6	4.6	13.6	0.0	14.8	19.3	0.0	0.0
LnGrp LOS		A	A	B	A	A	B		B	B		
Approach Vol, veh/h		235			630			24			1	
Approach Delay, s/veh		8.7			5.4			14.1			19.3	
Approach LOS		A			A			B			B	

Timer - Assigned Phs	1	2		4		6		8				
Phs Duration (G+Y+Rc), s	6.7	13.3		4.0		19.9		5.6				
Change Period (Y+Rc), s	4.0	5.3		4.0		5.3		4.0				
Max Green Setting (Gmax), s	30.0	30.0		12.0		30.0		20.0				
Max Q Clear Time (g_c+I1), s	3.1	3.6		2.0		4.8		2.4				
Green Ext Time (p_c), s	0.0	0.9		0.0		2.5		0.0				

Intersection Summary		
HCM 7th Control Delay, s/veh	6.5	
HCM 7th LOS	A	

Notes

User approved pedestrian interval to be less than phase max green.

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	189	10	34	527	1	8	0	21	1	0	0
Future Volume (veh/h)	0	189	10	34	527	1	8	0	21	1	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		0.98	1.00		0.98	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1796	1307	1292	1856	1900	1159	1900	1055	1900	1900	1900
Adj Flow Rate, veh/h	0	212	11	38	592	1	9	0	24	1	0	0
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Percent Heavy Veh, %	0	7	40	41	3	0	50	0	57	0	0	0
Cap, veh/h	6	895	46	89	1732	3	122	0	60	6	0	0
Arrive On Green	0.00	0.27	0.27	0.07	0.48	0.48	0.07	0.00	0.07	0.00	0.00	0.00
Sat Flow, veh/h	1810	3297	170	1231	3611	6	1810	0	893	1809	0	0
Grp Volume(v), veh/h	0	109	114	38	289	304	9	0	24	1	0	0
Grp Sat Flow(s),veh/h/ln	1810	1706	1761	1231	1763	1854	1810	0	893	1810	0	0
Q Serve(g_s), s	0.0	1.5	1.5	0.9	3.0	3.0	0.1	0.0	0.8	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.0	1.5	1.5	0.9	3.0	3.0	0.1	0.0	0.8	0.0	0.0	0.0
Prop In Lane	1.00		0.10	1.00		0.00	1.00		1.00	1.00		0.00
Lane Grp Cap(c), veh/h	6	463	478	89	846	890	122	0	60	6	0	0
V/C Ratio(X)	0.00	0.24	0.24	0.43	0.34	0.34	0.07	0.00	0.40	0.16	0.00	0.00
Avail Cap(c_a), veh/h	737	2028	2093	836	2095	2204	1536	0	758	737	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	0.0	8.4	8.4	13.1	4.8	4.8	12.9	0.0	13.2	14.7	0.0	0.0
Incr Delay (d2), s/veh	0.0	0.2	0.2	1.2	0.2	0.2	0.1	0.0	1.6	4.5	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.3	0.3	0.2	0.3	0.3	0.0	0.0	0.1	0.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	0.0	8.5	8.5	14.3	4.9	4.9	13.0	0.0	14.7	19.2	0.0	0.0
LnGrp LOS		A	A	B	A	A	B		B	B		
Approach Vol, veh/h		223			631			33			1	
Approach Delay, s/veh		8.5			5.5			14.2			19.2	
Approach LOS		A			A			B			B	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	6.1	13.3		4.0	0.0	19.4		6.0				
Change Period (Y+Rc), s	4.0	5.3		4.0	4.0	5.3		4.0				
Max Green Setting (Gmax), s	20.0	35.0		12.0	12.0	35.0		25.0				
Max Q Clear Time (g_c+I1), s	2.9	3.5		2.0	0.0	5.0		2.8				
Green Ext Time (p_c), s	0.0	0.9		0.0	0.0	2.6		0.0				

Intersection Summary	
HCM 7th Control Delay, s/veh	6.6
HCM 7th LOS	A

Notes

User approved pedestrian interval to be less than phase max green.

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	18	74	104	146	285	455	196	1199	180	151	1478	94
Future Volume (veh/h)	18	74	104	146	285	455	196	1199	180	151	1478	94
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		0.99	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1159	1826	1737	1826	1885	1856	1841	1767	1781	1885	1767	1678
Adj Flow Rate, veh/h	19	80	112	157	306	489	211	1289	194	162	1589	101
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	50	5	11	5	1	3	4	9	8	1	9	15
Cap, veh/h	126	756	321	453	553	627	402	1743	546	380	1700	501
Arrive On Green	0.06	0.22	0.22	0.13	0.29	0.29	0.12	0.36	0.36	0.11	0.35	0.35
Sat Flow, veh/h	2141	3469	1472	3374	1885	1552	3401	4823	1510	3483	4823	1422
Grp Volume(v), veh/h	19	80	112	157	306	489	211	1289	194	162	1589	101
Grp Sat Flow(s),veh/h/ln	1071	1735	1472	1687	1885	1552	1700	1608	1510	1742	1608	1422
Q Serve(g_s), s	1.0	2.2	7.6	5.0	16.2	32.5	6.9	27.6	11.2	5.1	37.7	5.9
Cycle Q Clear(g_c), s	1.0	2.2	7.6	5.0	16.2	32.5	6.9	27.6	11.2	5.1	37.7	5.9
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	126	756	321	453	553	627	402	1743	546	380	1700	501
V/C Ratio(X)	0.15	0.11	0.35	0.35	0.55	0.78	0.53	0.74	0.36	0.43	0.93	0.20
Avail Cap(c_a), veh/h	271	756	321	570	955	958	574	2850	892	441	2239	660
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	52.9	37.1	39.2	46.6	35.3	30.9	49.1	33.0	27.7	49.3	37.0	26.7
Incr Delay (d2), s/veh	0.2	0.0	0.2	0.2	0.3	1.0	0.4	0.2	0.1	0.3	5.9	0.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	0.9	2.7	2.1	7.2	11.7	2.9	10.1	3.9	2.2	14.9	1.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	53.1	37.1	39.5	46.7	35.6	31.9	49.5	33.2	27.9	49.6	42.9	26.8
LnGrp LOS	D	D	D	D	D	C	D	C	C	D	D	C
Approach Vol, veh/h		211			952			1694			1852	
Approach Delay, s/veh		39.8			35.5			34.6			42.6	
Approach LOS		D			D			C			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	17.6	48.6	20.6	31.6	18.7	47.6	11.7	40.5
Change Period (Y+Rc), s	4.7	5.8	4.7	5.8	4.7	5.8	4.7	5.8
Max Green Setting (Gmax), s	15.0	70.0	20.0	15.0	20.0	55.0	15.0	60.0
Max Q Clear Time (g_c+I1), s	7.1	29.6	7.0	9.6	8.9	39.7	3.0	34.5
Green Ext Time (p_c), s	0.0	1.4	0.0	0.0	0.0	2.1	0.0	0.2

Intersection Summary	
HCM 7th Control Delay, s/veh	38.2
HCM 7th LOS	D

Notes

User approved pedestrian interval to be less than phase max green.



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	18	14	31	1480	1705	65
Future Volume (veh/h)	18	14	31	1480	1705	65
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	996	848	1707	1781	1781	1648
Adj Flow Rate, veh/h	19	15	33	1558	1795	68
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	61	71	13	8	8	17
Cap, veh/h	103	71	172	3160	2146	616
Arrive On Green	0.06	0.06	0.05	0.65	0.44	0.44
Sat Flow, veh/h	1840	1264	3155	5024	5024	1397
Grp Volume(v), veh/h	19	15	33	1558	1795	68
Grp Sat Flow(s),veh/h/ln	920	632	1577	1621	1621	1397
Q Serve(g_s), s	0.4	0.4	0.4	6.1	12.1	1.1
Cycle Q Clear(g_c), s	0.4	0.4	0.4	6.1	12.1	1.1
Prop In Lane	1.00	1.00	1.00			1.00
Lane Grp Cap(c), veh/h	103	71	172	3160	2146	616
V/C Ratio(X)	0.19	0.21	0.19	0.49	0.84	0.11
Avail Cap(c_a), veh/h	1243	854	2131	3942	3942	1132
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	16.7	16.7	16.7	3.3	9.2	6.1
Incr Delay (d2), s/veh	0.3	0.6	0.2	0.0	0.3	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.0	0.1	0.0	1.9	0.1
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	17.0	17.2	16.9	3.4	9.5	6.1
LnGrp LOS	B	B	B	A	A	A
Approach Vol, veh/h	34			1591	1863	
Approach Delay, s/veh	17.1			3.7	9.4	
Approach LOS	B			A	A	

Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		30.2		6.8	7.7	22.5
Change Period (Y+Rc), s		6.2		4.7	5.7	6.2
Max Green Setting (Gmax), s		30.0		25.0	25.0	30.0
Max Q Clear Time (g_c+I1), s		8.1		2.4	2.4	14.1
Green Ext Time (p_c), s		1.9		0.0	0.0	2.2

Intersection Summary	
HCM 7th Control Delay, s/veh	6.8
HCM 7th LOS	A

Notes

User approved pedestrian interval to be less than phase max green.

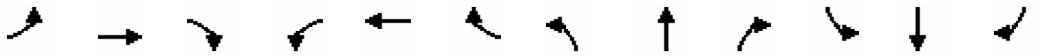
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	604	15	35	265	0	35	0	12	3	0	1
Future Volume (veh/h)	0	604	15	35	265	0	35	0	12	3	0	1
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	0	1885	1796	1159	1885	0	1811	1900	1530	1411	1900	1900
Adj Flow Rate, veh/h	0	643	16	37	282	0	37	0	13	3	0	1
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	0	1	7	50	1	0	6	0	25	33	0	0
Cap, veh/h	0	1084	27	77	1767	0	181	0	130	9	0	3
Arrive On Green	0.00	0.30	0.30	0.07	0.49	0.00	0.10	0.00	0.10	0.01	0.00	0.01
Sat Flow, veh/h	0	3665	89	1104	3676	0	1810	0	1296	1316	0	439
Grp Volume(v), veh/h	0	322	337	37	282	0	37	0	13	4	0	0
Grp Sat Flow(s),veh/h/ln	0	1791	1869	1104	1791	0	1810	0	1296	1755	0	0
Q Serve(g_s), s	0.0	5.1	5.1	1.1	1.4	0.0	0.6	0.0	0.3	0.1	0.0	0.0
Cycle Q Clear(g_c), s	0.0	5.1	5.1	1.1	1.4	0.0	0.6	0.0	0.3	0.1	0.0	0.0
Prop In Lane	0.00		0.05	1.00		0.00	1.00		1.00	0.75		0.25
Lane Grp Cap(c), veh/h	0	543	567	77	1767	0	181	0	130	11	0	0
V/C Ratio(X)	0.00	0.59	0.59	0.48	0.16	0.00	0.20	0.00	0.10	0.35	0.00	0.00
Avail Cap(c_a), veh/h	0	1616	1686	996	3231	0	1088	0	780	633	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	0.0	9.8	9.8	14.9	4.6	0.0	13.7	0.0	13.6	16.4	0.0	0.0
Incr Delay (d2), s/veh	0.0	0.8	0.7	1.7	0.0	0.0	0.2	0.0	0.1	6.6	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	1.2	1.3	0.2	0.2	0.0	0.2	0.0	0.1	0.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	0.0	10.6	10.6	16.6	4.7	0.0	13.9	0.0	13.7	23.0	0.0	0.0
LnGrp LOS		B	B	B	A		B		B	C		
Approach Vol, veh/h		659			319			50			4	
Approach Delay, s/veh		10.6			6.1			13.9			23.0	
Approach LOS		B			A			B			C	

Timer - Assigned Phs	1	2		4		6		8				
Phs Duration (G+Y+Rc), s	6.3	15.4		4.2		21.7		7.3				
Change Period (Y+Rc), s	4.0	5.3		4.0		5.3		4.0				
Max Green Setting (Gmax), s	30.0	30.0		12.0		30.0		20.0				
Max Q Clear Time (g_c+I1), s	3.1	7.1		2.1		3.4		2.6				
Green Ext Time (p_c), s	0.0	2.9		0.0		1.3		0.1				

Intersection Summary												
HCM 7th Control Delay, s/veh			9.4									
HCM 7th LOS			A									

Notes

User approved pedestrian interval to be less than phase max green.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	617	2	20	305	1	7	0	45	0	0	1
Future Volume (veh/h)	0	617	2	20	305	1	7	0	45	0	0	1
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		0.98	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1870	1159	1307	1870	418	1263	1900	1366	1900	1900	418
Adj Flow Rate, veh/h	0	671	2	22	332	1	8	0	49	0	0	1
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	0	2	50	40	2	100	43	0	36	0	0	100
Cap, veh/h	6	1149	3	55	1763	5	180	0	115	0	0	5
Arrive On Green	0.00	0.32	0.32	0.04	0.49	0.49	0.10	0.00	0.10	0.00	0.00	0.00
Sat Flow, veh/h	1810	3634	11	1245	3634	11	1810	0	1158	0	0	1610
Grp Volume(v), veh/h	0	328	345	22	162	171	8	0	49	0	0	1
Grp Sat Flow(s),veh/h/ln	1810	1777	1868	1245	1777	1868	1810	0	1158	0	0	1610
Q Serve(g_s), s	0.0	5.0	5.0	0.6	1.7	1.7	0.1	0.0	1.3	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.0	5.0	5.0	0.6	1.7	1.7	0.1	0.0	1.3	0.0	0.0	0.0
Prop In Lane	1.00		0.01	1.00		0.01	1.00		1.00	0.00		1.00
Lane Grp Cap(c), veh/h	6	562	591	55	862	906	180	0	115	0	0	5
V/C Ratio(X)	0.00	0.58	0.58	0.40	0.19	0.19	0.04	0.00	0.43	0.00	0.00	0.20
Avail Cap(c_a), veh/h	677	1938	2038	776	1938	2037	1410	0	902	0	0	602
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	0.00	1.00
Uniform Delay (d), s/veh	0.0	9.2	9.2	14.9	4.7	4.7	13.1	0.0	13.6	0.0	0.0	16.0
Incr Delay (d2), s/veh	0.0	0.7	0.7	1.7	0.1	0.1	0.0	0.0	0.9	0.0	0.0	7.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	1.1	1.2	0.1	0.2	0.2	0.0	0.0	0.3	0.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	0.0	9.9	9.9	16.6	4.8	4.8	13.1	0.0	14.5	0.0	0.0	23.0
LnGrp LOS		A	A	B	A	A	B		B			C
Approach Vol, veh/h		673			355			57			1	
Approach Delay, s/veh		9.9			5.5			14.3			23.0	
Approach LOS		A			A			B			C	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	5.4	15.4		4.0	0.0	20.9		7.2				
Change Period (Y+Rc), s	4.0	5.3		4.0	4.0	5.3		4.0				
Max Green Setting (Gmax), s	20.0	35.0		12.0	12.0	35.0		25.0				
Max Q Clear Time (g_c+I1), s	2.6	7.0		2.0	0.0	3.7		3.3				
Green Ext Time (p_c), s	0.0	3.0		0.0	0.0	1.4		0.1				

Intersection Summary	
HCM 7th Control Delay, s/veh	8.7
HCM 7th LOS	A

Notes

User approved pedestrian interval to be less than phase max green.

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	80	407	182	108	156	359	97	1270	204	240	1382	51
Future Volume (veh/h)	80	407	182	108	156	359	97	1270	204	240	1382	51
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1767	1885	1826	1870	1856	1885	1856	1841	1856	1885	1841	1693
Adj Flow Rate, veh/h	84	428	192	114	164	378	102	1337	215	253	1455	54
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	9	1	5	2	3	1	3	4	3	1	4	14
Cap, veh/h	429	739	319	512	414	555	437	1602	501	435	1588	453
Arrive On Green	0.13	0.21	0.21	0.15	0.22	0.22	0.13	0.32	0.32	0.12	0.32	0.32
Sat Flow, veh/h	3264	3582	1545	3456	1856	1595	3428	5025	1572	3483	5025	1434
Grp Volume(v), veh/h	84	428	192	114	164	378	102	1337	215	253	1455	54
Grp Sat Flow(s),veh/h/ln	1632	1791	1545	1728	1856	1595	1714	1675	1572	1742	1675	1434
Q Serve(g_s), s	2.4	11.2	11.7	3.0	7.8	21.1	2.8	25.7	11.2	7.1	29.0	2.8
Cycle Q Clear(g_c), s	2.4	11.2	11.7	3.0	7.8	21.1	2.8	25.7	11.2	7.1	29.0	2.8
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	429	739	319	512	414	555	437	1602	501	435	1588	453
V/C Ratio(X)	0.20	0.58	0.60	0.22	0.40	0.68	0.23	0.83	0.43	0.58	0.92	0.12
Avail Cap(c_a), veh/h	471	739	319	665	1071	1120	659	3383	1059	502	2658	759
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	40.3	37.2	37.4	39.0	34.4	29.0	40.8	32.9	28.0	42.9	34.2	25.3
Incr Delay (d2), s/veh	0.1	0.8	2.3	0.1	0.2	0.6	0.1	0.5	0.2	0.5	2.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.9	4.8	4.4	1.2	3.4	7.6	1.1	9.7	4.0	3.0	11.4	0.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	40.3	38.0	39.7	39.1	34.7	29.5	40.9	33.3	28.2	43.4	36.2	25.3
LnGrp LOS	D	D	D	D	C	C	D	C	C	D	D	C
Approach Vol, veh/h		704			656			1654			1762	
Approach Delay, s/veh		38.7			32.5			33.1			36.9	
Approach LOS		D			C			C			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	17.7	38.9	20.1	27.2	18.0	38.7	18.4	29.0
Change Period (Y+Rc), s	4.7	5.8	4.7	5.8	4.7	5.8	4.7	5.8
Max Green Setting (Gmax), s	15.0	70.0	20.0	15.0	20.0	55.0	15.0	60.0
Max Q Clear Time (g_c+I1), s	9.1	27.7	5.0	13.7	4.8	31.0	4.4	23.1
Green Ext Time (p_c), s	0.0	1.5	0.0	0.1	0.0	1.9	0.0	0.1

Intersection Summary	
HCM 7th Control Delay, s/veh	35.3
HCM 7th LOS	D

Notes

User approved pedestrian interval to be less than phase max green.



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	39	34	11	1498	1628	56
Future Volume (veh/h)	39	34	11	1498	1628	56
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1559	1633	1233	1841	1856	1455
Adj Flow Rate, veh/h	41	36	12	1594	1732	60
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	23	18	45	4	3	30
Cap, veh/h	300	254	50	2992	2110	514
Arrive On Green	0.10	0.10	0.02	0.60	0.42	0.42
Sat Flow, veh/h	2881	2436	2278	5191	5233	1233
Grp Volume(v), veh/h	41	36	12	1594	1732	60
Grp Sat Flow(s),veh/h/ln	1440	1218	1139	1675	1689	1233
Q Serve(g_s), s	0.5	0.5	0.2	6.8	11.0	1.1
Cycle Q Clear(g_c), s	0.5	0.5	0.2	6.8	11.0	1.1
Prop In Lane	1.00	1.00	1.00			1.00
Lane Grp Cap(c), veh/h	300	254	50	2992	2110	514
V/C Ratio(X)	0.14	0.14	0.24	0.53	0.82	0.12
Avail Cap(c_a), veh/h	1985	1678	1570	4154	4188	1020
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	14.8	14.8	17.4	4.3	9.4	6.5
Incr Delay (d2), s/veh	0.1	0.1	0.9	0.1	0.3	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.3	0.0	0.2	1.9	0.1
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	14.8	14.9	18.4	4.4	9.7	6.5
LnGrp LOS	B	B	B	A	A	A
Approach Vol, veh/h	77			1606	1792	
Approach Delay, s/veh	14.9			4.5	9.6	
Approach LOS	B			A	A	

Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		27.8		8.5	6.5	21.3
Change Period (Y+Rc), s		6.2		4.7	5.7	6.2
Max Green Setting (Gmax), s		30.0		25.0	25.0	30.0
Max Q Clear Time (g_c+I1), s		8.8		2.5	2.2	13.0
Green Ext Time (p_c), s		1.9		0.0	0.0	2.1

Intersection Summary	
HCM 7th Control Delay, s/veh	7.4
HCM 7th LOS	A

Notes

User approved pedestrian interval to be less than phase max green.

Appendix D
Existing Plus Project Plus Buildout Synchro Worksheets

HCM 7th Signalized Intersection Summary
1: 1. Discovery Dr & Jack London Blvd 05/25/2026

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	186	33	62	503	3	17	0	18	1	0	0
Future Volume (veh/h)	0	186	33	62	503	3	17	0	18	1	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		0.98	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	0	1841	1811	1292	1885	1900	1767	1900	863	418	1900	1900
Adj Flow Rate, veh/h	0	214	38	71	578	3	20	0	21	1	0	0
Peak Hour Factor	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87
Percent Heavy Veh, %	0	4	6	41	1	0	9	0	70	100	0	0
Cap, veh/h	0	748	131	144	1806	9	156	0	63	6	0	0
Arrive On Green	0.00	0.25	0.25	0.12	0.49	0.49	0.09	0.00	0.09	0.00	0.00	0.00
Sat Flow, veh/h	0	3068	520	1231	3653	19	1810	0	731	1809	0	0
Grp Volume(v), veh/h	0	124	128	71	283	298	20	0	21	1	0	0
Grp Sat Flow(s),veh/h/ln	0	1749	1747	1231	1791	1881	1810	0	731	1810	0	0
Q Serve(g_s), s	0.0	1.8	1.9	1.7	3.0	3.0	0.3	0.0	0.9	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.0	1.8	1.9	1.7	3.0	3.0	0.3	0.0	0.9	0.0	0.0	0.0
Prop In Lane	0.00		0.30	1.00		0.01	1.00		1.00	1.00		0.00
Lane Grp Cap(c), veh/h	0	439	439	144	885	930	156	0	63	6	0	0
V/C Ratio(X)	0.00	0.28	0.29	0.49	0.32	0.32	0.13	0.00	0.33	0.18	0.00	0.00
Avail Cap(c_a), veh/h	0	1649	1648	1161	1689	1774	1138	0	460	683	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	0.0	9.6	9.6	13.2	4.8	4.8	13.4	0.0	13.7	15.8	0.0	0.0
Incr Delay (d2), s/veh	0.0	0.3	0.3	1.0	0.2	0.1	0.1	0.0	1.1	5.3	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.4	0.5	0.4	0.3	0.4	0.1	0.0	0.1	0.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	0.0	9.9	9.9	14.1	5.0	5.0	13.6	0.0	14.8	21.2	0.0	0.0
LnGrp LOS		A	A	B	A	A	B		B	C		
Approach Vol, veh/h		252			652			41			1	
Approach Delay, s/veh		9.9			6.0			14.2			21.2	
Approach LOS		A			A			B			C	

Timer - Assigned Phs	1	2		4		6		8				
Phs Duration (G+Y+Rc), s	7.7	13.3		4.1		21.0		6.7				
Change Period (Y+Rc), s	4.0	5.3		4.0		5.3		4.0				
Max Green Setting (Gmax), s	30.0	30.0		12.0		30.0		20.0				
Max Q Clear Time (g_c+I1), s	3.7	3.9		2.0		5.0		2.9				
Green Ext Time (p_c), s	0.1	1.0		0.0		2.5		0.1				

Intersection Summary	
HCM 7th Control Delay, s/veh	7.4
HCM 7th LOS	A

Notes

User approved pedestrian interval to be less than phase max green.

HCM 7th Signalized Intersection Summary
2: 2. Voyager St & Jack London Blvd 05/25/2026

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	197	10	34	546	1	8	0	21	1	0	0
Future Volume (veh/h)	0	197	10	34	546	1	8	0	21	1	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		0.98	1.00		0.98	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1796	1307	1292	1856	1900	1159	1900	1055	1900	1900	1900
Adj Flow Rate, veh/h	0	221	11	38	613	1	9	0	24	1	0	0
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Percent Heavy Veh, %	0	7	40	41	3	0	50	0	57	0	0	0
Cap, veh/h	6	897	44	89	1733	3	122	0	60	6	0	0
Arrive On Green	0.00	0.27	0.27	0.07	0.48	0.48	0.07	0.00	0.07	0.00	0.00	0.00
Sat Flow, veh/h	1810	3305	164	1231	3611	6	1810	0	893	1809	0	0
Grp Volume(v), veh/h	0	113	119	38	299	315	9	0	24	1	0	0
Grp Sat Flow(s),veh/h/ln	1810	1706	1762	1231	1763	1854	1810	0	893	1810	0	0
Q Serve(g_s), s	0.0	1.5	1.5	0.9	3.1	3.1	0.1	0.0	0.8	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.0	1.5	1.5	0.9	3.1	3.1	0.1	0.0	0.8	0.0	0.0	0.0
Prop In Lane	1.00		0.09	1.00		0.00	1.00		1.00	1.00		0.00
Lane Grp Cap(c), veh/h	6	463	478	89	846	890	122	0	60	6	0	0
V/C Ratio(X)	0.00	0.25	0.25	0.43	0.35	0.35	0.07	0.00	0.40	0.16	0.00	0.00
Avail Cap(c_a), veh/h	737	2028	2094	836	2095	2204	1536	0	758	737	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	0.0	8.4	8.4	13.1	4.8	4.8	12.9	0.0	13.2	14.7	0.0	0.0
Incr Delay (d2), s/veh	0.0	0.2	0.2	1.2	0.2	0.2	0.1	0.0	1.6	4.5	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.3	0.3	0.2	0.3	0.3	0.0	0.0	0.1	0.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	0.0	8.6	8.6	14.3	5.0	5.0	13.0	0.0	14.7	19.2	0.0	0.0
LnGrp LOS		A	A	B	A	A	B		B	B		
Approach Vol, veh/h		232			652			33			1	
Approach Delay, s/veh		8.6			5.5			14.2			19.2	
Approach LOS		A			A			B			B	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	6.1	13.3		4.0	0.0	19.4		6.0				
Change Period (Y+Rc), s	4.0	5.3		4.0	4.0	5.3		4.0				
Max Green Setting (Gmax), s	20.0	35.0		12.0	12.0	35.0		25.0				
Max Q Clear Time (g_c+I1), s	2.9	3.5		2.0	0.0	5.1		2.8				
Green Ext Time (p_c), s	0.0	0.9		0.0	0.0	2.7		0.0				

Intersection Summary	
HCM 7th Control Delay, s/veh	6.6
HCM 7th LOS	A

Notes

User approved pedestrian interval to be less than phase max green.

HCM 7th Signalized Intersection Summary
3: 3. Isabel Ave & Jack London Blvd 05/25/2026

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	25	74	105	146	285	455	198	1199	180	151	1478	111
Future Volume (veh/h)	25	74	105	146	285	455	198	1199	180	151	1478	111
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		0.99	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1159	1826	1737	1826	1885	1856	1841	1767	1781	1885	1767	1678
Adj Flow Rate, veh/h	27	80	113	157	306	489	213	1289	194	162	1589	119
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	50	5	11	5	1	3	4	9	8	1	9	15
Cap, veh/h	157	830	352	432	555	621	383	1734	543	363	1694	499
Arrive On Green	0.07	0.24	0.24	0.13	0.29	0.29	0.11	0.36	0.36	0.10	0.35	0.35
Sat Flow, veh/h	2141	3469	1472	3374	1885	1552	3401	4823	1510	3483	4823	1422
Grp Volume(v), veh/h	27	80	113	157	306	489	213	1289	194	162	1589	119
Grp Sat Flow(s),veh/h/ln	1071	1735	1472	1687	1885	1552	1700	1608	1510	1742	1608	1422
Q Serve(g_s), s	1.5	2.2	7.9	5.3	17.0	34.4	7.4	29.0	11.7	5.4	39.6	7.4
Cycle Q Clear(g_c), s	1.5	2.2	7.9	5.3	17.0	34.4	7.4	29.0	11.7	5.4	39.6	7.4
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	157	830	352	432	555	621	383	1734	543	363	1694	499
V/C Ratio(X)	0.17	0.10	0.32	0.36	0.55	0.79	0.56	0.74	0.36	0.45	0.94	0.24
Avail Cap(c_a), veh/h	258	830	352	543	910	913	547	2715	850	420	2133	629
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	54.1	36.8	39.0	49.6	37.0	32.9	52.2	34.8	29.3	52.3	39.0	28.6
Incr Delay (d2), s/veh	0.2	0.0	0.2	0.2	0.3	1.5	0.5	0.2	0.1	0.3	6.9	0.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	0.9	2.8	2.2	7.6	12.6	3.1	10.8	4.1	2.3	16.0	2.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	54.3	36.8	39.2	49.8	37.3	34.4	52.7	35.0	29.4	52.7	45.9	28.7
LnGrp LOS	D	D	D	D	D	C	D	D	C	D	D	C
Approach Vol, veh/h		220			952			1696			1870	
Approach Delay, s/veh		40.2			37.9			36.6			45.4	
Approach LOS		D			D			D			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	17.7	50.5	20.6	35.6	18.7	49.5	13.8	42.4
Change Period (Y+Rc), s	4.7	5.8	4.7	5.8	4.7	5.8	4.7	5.8
Max Green Setting (Gmax), s	15.0	70.0	20.0	15.0	20.0	55.0	15.0	60.0
Max Q Clear Time (g_c+I1), s	7.4	31.0	7.3	9.9	9.4	41.6	3.5	36.4
Green Ext Time (p_c), s	0.0	1.4	0.0	0.0	0.0	2.0	0.0	0.2

Intersection Summary	
HCM 7th Control Delay, s/veh	40.5
HCM 7th LOS	D

Notes

User approved pedestrian interval to be less than phase max green.

HCM 7th Signalized Intersection Summary
4: 4. Isabel Ave & Discovery Dr 05/25/2026



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	18	14	31	1482	1706	65
Future Volume (veh/h)	18	14	31	1482	1706	65
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	996	848	1707	1781	1781	1648
Adj Flow Rate, veh/h	19	15	33	1560	1796	68
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	61	71	13	8	8	17
Cap, veh/h	103	71	172	3160	2147	617
Arrive On Green	0.06	0.06	0.05	0.65	0.44	0.44
Sat Flow, veh/h	1840	1264	3155	5024	5024	1397
Grp Volume(v), veh/h	19	15	33	1560	1796	68
Grp Sat Flow(s),veh/h/ln	920	632	1577	1621	1621	1397
Q Serve(g_s), s	0.4	0.4	0.4	6.1	12.1	1.1
Cycle Q Clear(g_c), s	0.4	0.4	0.4	6.1	12.1	1.1
Prop In Lane	1.00	1.00	1.00			1.00
Lane Grp Cap(c), veh/h	103	71	172	3160	2147	617
V/C Ratio(X)	0.19	0.21	0.19	0.49	0.84	0.11
Avail Cap(c_a), veh/h	1243	854	2130	3941	3941	1132
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	16.7	16.7	16.7	3.3	9.2	6.1
Incr Delay (d2), s/veh	0.3	0.6	0.2	0.0	0.3	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.0	0.1	0.0	1.9	0.1
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	17.0	17.3	16.9	3.4	9.5	6.1
LnGrp LOS	B	B	B	A	A	A
Approach Vol, veh/h	34			1593	1864	
Approach Delay, s/veh	17.1			3.7	9.4	
Approach LOS	B			A	A	

Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		30.3		6.8	7.7	22.5
Change Period (Y+Rc), s		6.2		4.7	5.7	6.2
Max Green Setting (Gmax), s		30.0		25.0	25.0	30.0
Max Q Clear Time (g_c+I1), s		8.1		2.4	2.4	14.1
Green Ext Time (p_c), s		1.9		0.0	0.0	2.2

Intersection Summary	
HCM 7th Control Delay, s/veh	6.8
HCM 7th LOS	A

Notes

User approved pedestrian interval to be less than phase max green.

HCM 7th Signalized Intersection Summary
1: 1. Discovery Dr & Jack London Blvd 05/25/2026

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	604	19	44	265	0	50	0	44	3	0	1
Future Volume (veh/h)	0	604	19	44	265	0	50	0	44	3	0	1
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	0	1885	1796	1159	1885	0	1811	1900	1530	1411	1900	1900
Adj Flow Rate, veh/h	0	643	20	47	282	0	53	0	47	3	0	1
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	0	1	7	50	1	0	6	0	25	33	0	0
Cap, veh/h	0	1033	32	91	1724	0	282	0	202	9	0	3
Arrive On Green	0.00	0.29	0.29	0.08	0.48	0.00	0.16	0.00	0.16	0.01	0.00	0.01
Sat Flow, veh/h	0	3640	110	1104	3676	0	1810	0	1296	1316	0	439
Grp Volume(v), veh/h	0	325	338	47	282	0	53	0	47	4	0	0
Grp Sat Flow(s),veh/h/ln	0	1791	1865	1104	1791	0	1810	0	1296	1755	0	0
Q Serve(g_s), s	0.0	5.9	5.9	1.5	1.7	0.0	1.0	0.0	1.2	0.1	0.0	0.0
Cycle Q Clear(g_c), s	0.0	5.9	5.9	1.5	1.7	0.0	1.0	0.0	1.2	0.1	0.0	0.0
Prop In Lane	0.00		0.06	1.00		0.00	1.00		1.00	0.75		0.25
Lane Grp Cap(c), veh/h	0	522	544	91	1724	0	282	0	202	11	0	0
V/C Ratio(X)	0.00	0.62	0.62	0.51	0.16	0.00	0.19	0.00	0.23	0.35	0.00	0.00
Avail Cap(c_a), veh/h	0	1440	1500	888	2880	0	970	0	695	565	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	0.0	11.4	11.4	16.4	5.4	0.0	13.7	0.0	13.8	18.5	0.0	0.0
Incr Delay (d2), s/veh	0.0	0.9	0.9	1.7	0.0	0.0	0.1	0.0	0.2	6.6	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	1.6	1.7	0.3	0.3	0.0	0.3	0.0	0.3	0.1	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	0.0	12.3	12.3	18.1	5.5	0.0	13.8	0.0	14.0	25.1	0.0	0.0
LnGrp LOS		B	B	B	A		B		B	C		
Approach Vol, veh/h		663			329			100			4	
Approach Delay, s/veh		12.3			7.3			13.9			25.1	
Approach LOS		B			A			B			C	

Timer - Assigned Phs	1	2		4		6		8				
Phs Duration (G+Y+Rc), s	7.1	16.2		4.2		23.3		9.8				
Change Period (Y+Rc), s	4.0	5.3		4.0		5.3		4.0				
Max Green Setting (Gmax), s	30.0	30.0		12.0		30.0		20.0				
Max Q Clear Time (g_c+I1), s	3.5	7.9		2.1		3.7		3.2				
Green Ext Time (p_c), s	0.0	2.9		0.0		1.3		0.2				

Intersection Summary			
HCM 7th Control Delay, s/veh		11.0	
HCM 7th LOS		B	

Notes
User approved pedestrian interval to be less than phase max green.

HCM 7th Signalized Intersection Summary
2: 2. Voyager St & Jack London Blvd 05/25/2026

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	649	2	20	314	1	7	0	45	0	0	1
Future Volume (veh/h)	0	649	2	20	314	1	7	0	45	0	0	1
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		0.98	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1870	1159	1307	1870	418	1263	1900	1366	1900	1900	418
Adj Flow Rate, veh/h	0	705	2	22	341	1	8	0	49	0	0	1
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	0	2	50	40	2	100	43	0	36	0	0	100
Cap, veh/h	6	1185	3	55	1791	5	179	0	115	0	0	5
Arrive On Green	0.00	0.33	0.33	0.04	0.49	0.49	0.10	0.00	0.10	0.00	0.00	0.00
Sat Flow, veh/h	1810	3635	10	1245	3634	11	1810	0	1158	0	0	1610
Grp Volume(v), veh/h	0	345	362	22	167	175	8	0	49	0	0	1
Grp Sat Flow(s),veh/h/ln	1810	1777	1868	1245	1777	1868	1810	0	1158	0	0	1610
Q Serve(g_s), s	0.0	5.3	5.3	0.6	1.7	1.7	0.1	0.0	1.3	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.0	5.3	5.3	0.6	1.7	1.7	0.1	0.0	1.3	0.0	0.0	0.0
Prop In Lane	1.00		0.01	1.00		0.01	1.00		1.00	0.00		1.00
Lane Grp Cap(c), veh/h	6	579	609	55	876	921	179	0	115	0	0	5
V/C Ratio(X)	0.00	0.59	0.59	0.40	0.19	0.19	0.04	0.00	0.43	0.00	0.00	0.20
Avail Cap(c_a), veh/h	665	1904	2002	762	1904	2002	1385	0	886	0	0	591
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	0.00	1.00
Uniform Delay (d), s/veh	0.0	9.2	9.2	15.2	4.6	4.6	13.3	0.0	13.8	0.0	0.0	16.3
Incr Delay (d2), s/veh	0.0	0.7	0.7	1.7	0.1	0.1	0.0	0.0	0.9	0.0	0.0	7.3
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	1.2	1.3	0.1	0.2	0.2	0.0	0.0	0.3	0.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	0.0	9.9	9.9	16.9	4.7	4.7	13.4	0.0	14.8	0.0	0.0	23.6
LnGrp LOS		A	A	B	A	A	B		B			C
Approach Vol, veh/h		707			364			57			1	
Approach Delay, s/veh		9.9			5.4			14.6			23.6	
Approach LOS		A			A			B			C	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	5.4	16.0		4.0	0.0	21.4		7.2				
Change Period (Y+Rc), s	4.0	5.3		4.0	4.0	5.3		4.0				
Max Green Setting (Gmax), s	20.0	35.0		12.0	12.0	35.0		25.0				
Max Q Clear Time (g_c+I1), s	2.6	7.3		2.0	0.0	3.7		3.3				
Green Ext Time (p_c), s	0.0	3.2		0.0	0.0	1.4		0.1				

Intersection Summary		
HCM 7th Control Delay, s/veh	8.7	
HCM 7th LOS	A	

Notes

User approved pedestrian interval to be less than phase max green.

HCM 7th Signalized Intersection Summary
3: 3. Isabel Ave & Jack London Blvd 05/25/2026

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	103	407	205	108	156	359	100	1270	204	240	1382	57
Future Volume (veh/h)	103	407	205	108	156	359	100	1270	204	240	1382	57
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1767	1885	1826	1870	1856	1885	1856	1841	1856	1885	1841	1693
Adj Flow Rate, veh/h	108	428	216	114	164	378	105	1337	215	253	1455	60
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	9	1	5	2	3	1	3	4	3	1	4	14
Cap, veh/h	444	763	329	505	414	552	433	1604	502	428	1586	453
Arrive On Green	0.14	0.21	0.21	0.15	0.22	0.22	0.13	0.32	0.32	0.12	0.32	0.32
Sat Flow, veh/h	3264	3582	1545	3456	1856	1595	3428	5025	1572	3483	5025	1434
Grp Volume(v), veh/h	108	428	216	114	164	378	105	1337	215	253	1455	60
Grp Sat Flow(s),veh/h/ln	1632	1791	1545	1728	1856	1595	1714	1675	1572	1742	1675	1434
Q Serve(g_s), s	3.1	11.3	13.5	3.1	8.0	21.4	2.9	26.1	11.4	7.3	29.5	3.2
Cycle Q Clear(g_c), s	3.1	11.3	13.5	3.1	8.0	21.4	2.9	26.1	11.4	7.3	29.5	3.2
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	444	763	329	505	414	552	433	1604	502	428	1586	453
V/C Ratio(X)	0.24	0.56	0.66	0.23	0.40	0.68	0.24	0.83	0.43	0.59	0.92	0.13
Avail Cap(c_a), veh/h	463	763	329	654	1054	1103	649	3330	1042	495	2616	747
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	40.8	37.2	38.0	39.8	35.0	29.6	41.6	33.4	28.4	43.8	34.8	25.8
Incr Delay (d2), s/veh	0.1	0.6	3.7	0.1	0.2	0.6	0.1	0.4	0.2	0.6	2.2	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.2	4.8	5.2	1.3	3.5	7.8	1.2	9.9	4.1	3.1	11.6	1.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	40.9	37.7	41.8	39.9	35.2	30.2	41.7	33.8	28.6	44.4	37.0	25.9
LnGrp LOS	D	D	D	D	D	C	D	C	C	D	D	C
Approach Vol, veh/h		752			656			1657			1768	
Approach Delay, s/veh		39.3			33.1			33.6			37.7	
Approach LOS		D			C			C			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	17.7	39.5	20.1	28.3	18.1	39.1	19.1	29.4
Change Period (Y+Rc), s	4.7	5.8	4.7	5.8	4.7	5.8	4.7	5.8
Max Green Setting (Gmax), s	15.0	70.0	20.0	15.0	20.0	55.0	15.0	60.0
Max Q Clear Time (g_c+I1), s	9.3	28.1	5.1	15.5	4.9	31.5	5.1	23.4
Green Ext Time (p_c), s	0.0	1.5	0.0	0.0	0.0	1.9	0.0	0.1

Intersection Summary	
HCM 7th Control Delay, s/veh	35.9
HCM 7th LOS	D

Notes

User approved pedestrian interval to be less than phase max green.

HCM 7th Signalized Intersection Summary
4: 4. Isabel Ave & Discovery Dr 05/25/2026



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	39	34	11	1501	1637	56
Future Volume (veh/h)	39	34	11	1501	1637	56
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1559	1633	1233	1841	1856	1455
Adj Flow Rate, veh/h	41	36	12	1597	1741	60
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	23	18	45	4	3	30
Cap, veh/h	300	253	50	2998	2118	516
Arrive On Green	0.10	0.10	0.02	0.60	0.42	0.42
Sat Flow, veh/h	2881	2436	2278	5191	5233	1233
Grp Volume(v), veh/h	41	36	12	1597	1741	60
Grp Sat Flow(s),veh/h/ln	1440	1218	1139	1675	1689	1233
Q Serve(g_s), s	0.5	0.5	0.2	6.8	11.1	1.1
Cycle Q Clear(g_c), s	0.5	0.5	0.2	6.8	11.1	1.1
Prop In Lane	1.00	1.00	1.00			1.00
Lane Grp Cap(c), veh/h	300	253	50	2998	2118	516
V/C Ratio(X)	0.14	0.14	0.24	0.53	0.82	0.12
Avail Cap(c_a), veh/h	1978	1673	1565	4141	4174	1016
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	14.8	14.8	17.5	4.3	9.4	6.5
Incr Delay (d2), s/veh	0.1	0.1	0.9	0.1	0.3	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.0	0.0	0.2	1.9	0.1
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	14.9	14.9	18.4	4.4	9.7	6.5
LnGrp LOS	B	B	B	A	A	A
Approach Vol, veh/h	77			1609	1801	
Approach Delay, s/veh	14.9			4.5	9.6	
Approach LOS	B			A	A	

Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		27.9		8.5	6.5	21.4
Change Period (Y+Rc), s		6.2		4.7	5.7	6.2
Max Green Setting (Gmax), s		30.0		25.0	25.0	30.0
Max Q Clear Time (g_c+I1), s		8.8		2.5	2.2	13.1
Green Ext Time (p_c), s		1.9		0.0	0.0	2.1

Intersection Summary	
HCM 7th Control Delay, s/veh	7.4
HCM 7th LOS	A

Notes
User approved pedestrian interval to be less than phase max green.

Appendix E
Cumulative No-Build Synchro Worksheets

HCM 7th Signalized Intersection Summary
1: 1. Discovery Dr & Jack London Blvd 05/25/2026

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	274	39	23	991	0	26	0	13	0	0	0
Future Volume (veh/h)	0	274	39	23	991	0	26	0	13	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	0	1781	1841	1604	1826	0	1648	1870	1100	1870	1870	1870
Adj Flow Rate, veh/h	0	298	42	25	1077	0	28	0	14	0	0	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	0	8	4	20	5	0	17	2	54	2	2	2
Cap, veh/h	0	1012	141	78	1895	0	162	0	85	0	7	0
Arrive On Green	0.00	0.34	0.34	0.05	0.55	0.00	0.09	0.00	0.09	0.00	0.00	0.00
Sat Flow, veh/h	0	3072	416	1527	3561	0	1781	0	932	0	1870	0
Grp Volume(v), veh/h	0	168	172	25	1077	0	28	0	14	0	0	0
Grp Sat Flow(s),veh/h/ln	0	1692	1707	1527	1735	0	1781	0	932	0	1870	0
Q Serve(g_s), s	0.0	1.9	1.9	0.4	5.2	0.0	0.4	0.0	0.4	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.0	1.9	1.9	0.4	5.2	0.0	0.4	0.0	0.4	0.0	0.0	0.0
Prop In Lane	0.00		0.24	1.00		0.00	1.00		1.00	0.00		0.00
Lane Grp Cap(c), veh/h	0	574	579	78	1895	0	162	0	85	0	7	0
V/C Ratio(X)	0.00	0.29	0.30	0.32	0.57	0.00	0.17	0.00	0.17	0.00	0.00	0.00
Avail Cap(c_a), veh/h	0	1896	1912	507	5579	0	2225	0	1164	0	1351	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00	0.00	0.00
Uniform Delay (d), s/veh	0.0	6.2	6.2	11.7	3.8	0.0	10.8	0.0	10.8	0.0	0.0	0.0
Incr Delay (d2), s/veh	0.0	0.2	0.2	0.9	0.2	0.0	0.2	0.0	0.3	0.0	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.2	0.2	0.1	0.1	0.0	0.1	0.0	0.1	0.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	0.0	6.4	6.4	12.6	4.0	0.0	10.9	0.0	11.1	0.0	0.0	0.0
LnGrp LOS		A	A	B	A		B		B			
Approach Vol, veh/h		340			1102			42			0	
Approach Delay, s/veh		6.4			4.2			11.0			0.0	
Approach LOS		A			A			B				

Timer - Assigned Phs	1	2		4		6		8				
Phs Duration (G+Y+Rc), s	5.3	14.0		0.0		19.3		6.3				
Change Period (Y+Rc), s	4.0	5.3		4.0		5.3		4.0				
Max Green Setting (Gmax), s	8.5	28.7		18.5		41.2		32.0				
Max Q Clear Time (g_c+I1), s	2.4	3.9		0.0		7.2		2.4				
Green Ext Time (p_c), s	0.0	1.4		0.0		6.8		0.1				

Intersection Summary	
HCM 7th Control Delay, s/veh	4.9
HCM 7th LOS	A

Notes

User approved pedestrian interval to be less than phase max green.

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	3	284	10	67	991	0	12	0	55	0	0	0
Future Volume (veh/h)	3	284	10	67	991	0	12	0	55	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		0.98	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1752	1455	1322	1826	1870	1040	1870	981	1870	1870	1870
Adj Flow Rate, veh/h	3	309	11	73	1077	0	13	0	60	0	0	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	10	30	39	5	2	58	2	62	2	2	2
Cap, veh/h	10	1192	42	148	1651	0	216	0	101	0	6	0
Arrive On Green	0.01	0.36	0.36	0.12	0.48	0.00	0.12	0.00	0.12	0.00	0.00	0.00
Sat Flow, veh/h	1781	3276	116	1259	3561	0	1779	0	830	0	1870	0
Grp Volume(v), veh/h	3	157	163	73	1077	0	13	0	60	0	0	0
Grp Sat Flow(s),veh/h/ln	1781	1664	1728	1259	1735	0	1779	0	830	0	1870	0
Q Serve(g_s), s	0.1	2.2	2.2	1.8	7.9	0.0	0.2	0.0	2.3	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.1	2.2	2.2	1.8	7.9	0.0	0.2	0.0	2.3	0.0	0.0	0.0
Prop In Lane	1.00		0.07	1.00		0.00	1.00		1.00	0.00		0.00
Lane Grp Cap(c), veh/h	10	606	629	148	1651	0	216	0	101	0	6	0
V/C Ratio(X)	0.29	0.26	0.26	0.49	0.65	0.00	0.06	0.00	0.59	0.00	0.00	0.00
Avail Cap(c_a), veh/h	398	1479	1536	334	3228	0	1698	0	793	0	669	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00	0.00	0.00
Uniform Delay (d), s/veh	16.6	7.5	7.5	13.9	6.7	0.0	13.0	0.0	13.9	0.0	0.0	0.0
Incr Delay (d2), s/veh	5.7	0.2	0.2	0.9	0.3	0.0	0.0	0.0	2.1	0.0	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.4	0.5	0.4	1.1	0.0	0.1	0.0	0.4	0.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	22.3	7.7	7.7	14.8	7.0	0.0	13.1	0.0	16.0	0.0	0.0	0.0
LnGrp LOS	C	A	A	B	A		B		B			
Approach Vol, veh/h		323			1150			73			0	
Approach Delay, s/veh		7.8			7.5			15.5			0.0	
Approach LOS		A			A			B				

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	7.9	17.5		0.0	4.2	21.3		8.1				
Change Period (Y+Rc), s	4.0	5.3		4.0	4.0	5.3		4.0				
Max Green Setting (Gmax), s	8.9	29.8		12.0	7.5	31.2		32.0				
Max Q Clear Time (g_c+I1), s	3.8	4.2		0.0	2.1	9.9		4.3				
Green Ext Time (p_c), s	0.0	1.3		0.0	0.0	6.0		0.1				

Intersection Summary	
HCM 7th Control Delay, s/veh	7.9
HCM 7th LOS	A

Notes

User approved pedestrian interval to be less than phase max green.

HCM 7th Signalized Intersection Summary
3: 3. Isabel Ave & Jack London Blvd 05/25/2026

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	107	143	97	215	474	462	322	1718	195	264	1785	257
Future Volume (veh/h)	107	143	97	215	474	462	322	1718	195	264	1785	257
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		0.99	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1307	1856	1633	1870	1870	1870	1796	1752	1870	1870	1767	1633
Adj Flow Rate, veh/h	116	155	105	234	515	502	350	1867	212	287	1940	279
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	40	3	18	2	2	2	7	10	2	2	9	18
Cap, veh/h	234	961	377	360	523	575	389	1915	635	299	1783	512
Arrive On Green	0.10	0.27	0.27	0.10	0.28	0.28	0.12	0.40	0.40	0.09	0.37	0.37
Sat Flow, veh/h	2415	3526	1384	3456	1870	1565	3319	4782	1585	3456	4823	1384
Grp Volume(v), veh/h	116	155	105	234	515	502	350	1867	212	287	1940	279
Grp Sat Flow(s),veh/h/ln	1208	1763	1384	1728	1870	1565	1659	1594	1585	1728	1608	1384
Q Serve(g_s), s	7.0	5.1	9.2	10.0	42.1	43.0	16.0	59.0	14.2	12.7	56.8	24.5
Cycle Q Clear(g_c), s	7.0	5.1	9.2	10.0	42.1	43.0	16.0	59.0	14.2	12.7	56.8	24.5
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	234	961	377	360	523	575	389	1915	635	299	1783	512
V/C Ratio(X)	0.50	0.16	0.28	0.65	0.98	0.87	0.90	0.98	0.33	0.96	1.09	0.55
Avail Cap(c_a), veh/h	256	986	387	366	523	575	432	1932	640	299	1783	512
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	65.9	42.6	44.0	66.2	55.0	45.5	67.0	45.3	31.9	70.0	48.5	38.3
Incr Delay (d2), s/veh	0.6	0.0	0.1	3.1	35.2	13.4	19.0	14.9	0.1	40.9	49.6	0.7
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.2	2.2	3.1	4.5	24.4	19.5	7.7	24.9	5.4	7.2	30.2	8.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	66.5	42.6	44.2	69.3	90.2	58.9	86.0	60.2	32.0	110.9	98.1	38.9
LnGrp LOS	E	D	D	E	F	E	F	E	C	F	F	D
Approach Vol, veh/h		376			1251			2429			2506	
Approach Delay, s/veh		50.4			73.7			61.5			93.0	
Approach LOS		D			E			E			F	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	18.0	67.4	20.7	47.7	22.7	62.6	19.6	48.8
Change Period (Y+Rc), s	4.7	5.8	4.7	5.8	4.7	5.8	4.7	5.8
Max Green Setting (Gmax), s	13.3	62.1	16.3	43.0	20.0	55.4	16.3	43.0
Max Q Clear Time (g_c+I1), s	14.7	61.0	12.0	11.2	18.0	58.8	9.0	45.0
Green Ext Time (p_c), s	0.0	0.5	0.0	0.1	0.0	0.0	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	75.2
HCM 7th LOS	E

Notes

User approved pedestrian interval to be less than phase max green.



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	56	43	49	2170	1978	123
Future Volume (veh/h)	56	43	49	2170	1978	123
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1470	1248	1707	1781	1781	1544
Adj Flow Rate, veh/h	61	47	53	2359	2150	134
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	29	44	13	8	8	24
Cap, veh/h	292	200	228	3304	2409	648
Arrive On Green	0.11	0.11	0.07	0.68	0.50	0.50
Sat Flow, veh/h	2716	1861	3155	5024	5024	1309
Grp Volume(v), veh/h	61	47	53	2359	2150	134
Grp Sat Flow(s),veh/h/ln	1358	931	1577	1621	1621	1309
Q Serve(g_s), s	1.0	1.2	0.8	15.4	20.4	2.9
Cycle Q Clear(g_c), s	1.0	1.2	0.8	15.4	20.4	2.9
Prop In Lane	1.00	1.00	1.00			1.00
Lane Grp Cap(c), veh/h	292	200	228	3304	2409	648
V/C Ratio(X)	0.21	0.24	0.23	0.71	0.89	0.21
Avail Cap(c_a), veh/h	957	656	432	4863	3655	983
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	20.8	20.9	22.4	5.1	11.7	7.3
Incr Delay (d2), s/veh	0.1	0.2	0.2	0.1	1.5	0.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	0.0	0.3	1.2	4.6	0.5
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	21.0	21.1	22.5	5.2	13.1	7.3
LnGrp LOS	C	C	C	A	B	A
Approach Vol, veh/h	108			2412	2284	
Approach Delay, s/veh	21.0			5.6	12.8	
Approach LOS	C			A	B	

Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		40.9		10.2	9.4	31.5
Change Period (Y+Rc), s		6.2		4.7	5.7	6.2
Max Green Setting (Gmax), s		51.1		18.0	7.0	38.4
Max Q Clear Time (g_c+I1), s		17.4		3.2	2.8	22.4
Green Ext Time (p_c), s		3.6		0.0	0.0	2.9

Intersection Summary	
HCM 7th Control Delay, s/veh	9.4
HCM 7th LOS	A

Notes

User approved pedestrian interval to be less than phase max green.

HCM 7th Signalized Intersection Summary
1: 1. Discovery Dr & Jack London Blvd 05/25/2026

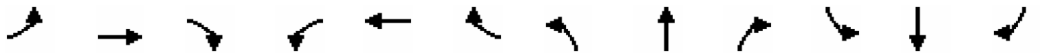
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	1214	27	12	505	0	37	0	17	10	0	3
Future Volume (veh/h)	0	1214	27	12	505	0	37	0	17	10	0	3
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	0	1796	1870	1159	1826	0	1811	1870	1292	1870	1870	1870
Adj Flow Rate, veh/h	0	1320	29	13	549	0	40	0	18	11	0	3
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	0	7	2	50	5	0	6	2	41	2	2	2
Cap, veh/h	0	1739	38	29	2134	0	177	0	109	29	0	8
Arrive On Green	0.00	0.51	0.51	0.03	0.62	0.00	0.10	0.00	0.10	0.02	0.00	0.02
Sat Flow, veh/h	0	3504	75	1104	3561	0	1781	0	1095	1363	0	372
Grp Volume(v), veh/h	0	659	690	13	549	0	40	0	18	14	0	0
Grp Sat Flow(s),veh/h/ln	0	1706	1783	1104	1735	0	1781	0	1095	1735	0	0
Q Serve(g_s), s	0.0	15.6	15.6	0.6	3.6	0.0	1.0	0.0	0.8	0.4	0.0	0.0
Cycle Q Clear(g_c), s	0.0	15.6	15.6	0.6	3.6	0.0	1.0	0.0	0.8	0.4	0.0	0.0
Prop In Lane	0.00		0.04	1.00		0.00	1.00		1.00	0.79		0.21
Lane Grp Cap(c), veh/h	0	869	908	29	2134	0	177	0	109	37	0	0
V/C Ratio(X)	0.00	0.76	0.76	0.45	0.26	0.00	0.23	0.00	0.17	0.38	0.00	0.00
Avail Cap(c_a), veh/h	0	1644	1718	189	4211	0	1132	0	696	641	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	0.0	9.9	9.9	24.1	4.4	0.0	20.9	0.0	20.8	24.3	0.0	0.0
Incr Delay (d2), s/veh	0.0	1.0	1.0	3.9	0.0	0.0	0.2	0.0	0.3	2.4	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	3.8	3.9	0.2	0.6	0.0	0.4	0.0	0.2	0.2	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	0.0	10.9	10.9	28.1	4.5	0.0	21.1	0.0	21.0	26.7	0.0	0.0
LnGrp LOS		B	B	C	A		C		C	C		
Approach Vol, veh/h		1349			562			58			14	
Approach Delay, s/veh		10.9			5.0			21.1			26.7	
Approach LOS		B			A			C			C	

Timer - Assigned Phs	1	2		4		6		8				
Phs Duration (G+Y+Rc), s	5.3	30.9		5.1		36.3		9.0				
Change Period (Y+Rc), s	4.0	5.3		4.0		5.3		4.0				
Max Green Setting (Gmax), s	8.6	48.5		18.6		61.1		32.0				
Max Q Clear Time (g_c+I1), s	2.6	17.6		2.4		5.6		3.0				
Green Ext Time (p_c), s	0.0	8.1		0.0		3.0		0.1				

Intersection Summary	
HCM 7th Control Delay, s/veh	9.6
HCM 7th LOS	A

Notes

User approved pedestrian interval to be less than phase max green.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	4	1244	13	26	512	0	7	0	80	0	0	0
Future Volume (veh/h)	4	1244	13	26	512	0	7	0	80	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1841	1100	803	1826	1870	1263	1870	1189	1870	1870	1870
Adj Flow Rate, veh/h	4	1352	14	28	557	0	8	0	87	0	0	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	4	54	74	5	2	43	2	48	2	2	2
Cap, veh/h	14	1841	19	40	1957	0	223	0	126	0	4	0
Arrive On Green	0.01	0.52	0.52	0.05	0.56	0.00	0.13	0.00	0.13	0.00	0.00	0.00
Sat Flow, veh/h	1781	3546	37	765	3561	0	1781	0	1007	0	1870	0
Grp Volume(v), veh/h	4	667	699	28	557	0	8	0	87	0	0	0
Grp Sat Flow(s),veh/h/ln	1781	1749	1834	765	1735	0	1781	0	1007	0	1870	0
Q Serve(g_s), s	0.1	13.0	13.0	1.6	3.7	0.0	0.2	0.0	3.6	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.1	13.0	13.0	1.6	3.7	0.0	0.2	0.0	3.6	0.0	0.0	0.0
Prop In Lane	1.00		0.02	1.00		0.00	1.00		1.00	0.00		0.00
Lane Grp Cap(c), veh/h	14	908	952	40	1957	0	223	0	126	0	4	0
V/C Ratio(X)	0.30	0.73	0.73	0.69	0.28	0.00	0.04	0.00	0.69	0.00	0.00	0.00
Avail Cap(c_a), veh/h	309	1598	1676	150	3250	0	1299	0	735	0	512	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00	0.00	0.00
Uniform Delay (d), s/veh	21.7	8.2	8.2	20.4	5.0	0.0	16.9	0.0	18.4	0.0	0.0	0.0
Incr Delay (d2), s/veh	4.4	0.9	0.8	7.7	0.1	0.0	0.0	0.0	2.5	0.0	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	2.7	2.8	0.3	0.6	0.0	0.1	0.0	0.8	0.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	26.1	9.1	9.0	28.1	5.0	0.0	16.9	0.0	20.9	0.0	0.0	0.0
LnGrp LOS	C	A	A	C	A		B		C			
Approach Vol, veh/h		1370			585			95			0	
Approach Delay, s/veh		9.1			6.1			20.6			0.0	
Approach LOS		A			A			C				

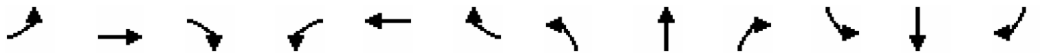
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	6.3	28.1		0.0	4.3	30.1		9.5				
Change Period (Y+Rc), s	4.0	5.3		4.0	4.0	5.3		4.0				
Max Green Setting (Gmax), s	8.6	40.1		12.0	7.6	41.1		32.0				
Max Q Clear Time (g_c+I1), s	3.6	15.0		0.0	2.1	5.7		5.6				
Green Ext Time (p_c), s	0.0	7.7		0.0	0.0	3.0		0.2				

Intersection Summary	
HCM 7th Control Delay, s/veh	8.8
HCM 7th LOS	A

Notes

User approved pedestrian interval to be less than phase max green.

HCM 7th Signalized Intersection Summary
3: 3. Isabel Ave & Jack London Blvd 05/25/2026



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	231	690	346	169	278	404	133	1793	210	379	1907	129
Future Volume (veh/h)	231	690	346	169	278	404	133	1793	210	379	1907	129
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1618	1870	1781	1870	1856	1870	1781	1841	1870	1870	1826	1618
Adj Flow Rate, veh/h	251	750	376	184	302	439	145	1949	228	412	2073	140
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	19	2	8	2	3	2	8	4	2	2	5	19
Cap, veh/h	293	931	395	361	498	632	300	1838	580	452	2020	556
Arrive On Green	0.10	0.26	0.26	0.10	0.27	0.27	0.09	0.37	0.37	0.13	0.41	0.41
Sat Flow, veh/h	2990	3554	1508	3456	1856	1583	3291	5025	1585	3456	4985	1372
Grp Volume(v), veh/h	251	750	376	184	302	439	145	1949	228	412	2073	140
Grp Sat Flow(s),veh/h/ln	1495	1777	1508	1728	1856	1583	1646	1675	1585	1728	1662	1372
Q Serve(g_s), s	12.7	30.2	37.5	7.7	21.8	35.3	6.4	56.0	16.3	18.0	62.0	10.4
Cycle Q Clear(g_c), s	12.7	30.2	37.5	7.7	21.8	35.3	6.4	56.0	16.3	18.0	62.0	10.4
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	293	931	395	361	498	632	300	1838	580	452	2020	556
V/C Ratio(X)	0.86	0.81	0.95	0.51	0.61	0.69	0.48	1.06	0.39	0.91	1.03	0.25
Avail Cap(c_a), veh/h	396	998	423	368	498	632	307	1838	580	454	2020	556
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	68.0	52.9	55.6	64.9	48.9	38.2	66.2	48.6	36.0	65.7	45.5	30.2
Incr Delay (d2), s/veh	10.3	4.1	29.9	0.4	1.5	2.8	0.4	39.2	0.2	22.0	27.1	0.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	5.2	13.8	17.2	3.4	10.2	13.8	2.7	29.1	6.3	9.2	29.7	3.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	78.3	57.0	85.5	65.3	50.5	41.0	66.6	87.8	36.1	87.7	72.6	30.3
LnGrp LOS	E	E	F	E	D	D	E	F	D	F	F	C
Approach Vol, veh/h		1377			925			2322			2625	
Approach Delay, s/veh		68.7			48.9			81.4			72.7	
Approach LOS		E			D			F			E	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	24.7	61.8	20.7	45.9	18.7	67.8	19.7	46.9
Change Period (Y+Rc), s	4.7	5.8	4.7	5.8	4.7	5.8	4.7	5.8
Max Green Setting (Gmax), s	20.1	56.0	16.3	43.0	14.3	61.8	20.3	39.0
Max Q Clear Time (g_c+I1), s	20.0	58.0	9.7	39.5	8.4	64.0	14.7	37.3
Green Ext Time (p_c), s	0.0	0.0	0.0	0.5	0.0	0.0	0.0	0.1

Intersection Summary	
HCM 7th Control Delay, s/veh	71.7
HCM 7th LOS	E

Notes

User approved pedestrian interval to be less than phase max green.



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	96	71	27	2040	2337	62
Future Volume (veh/h)	96	71	27	2040	2337	62
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1663	1663	1248	1841	1826	1366
Adj Flow Rate, veh/h	104	77	29	2217	2540	67
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	16	16	44	4	5	36
Cap, veh/h	348	281	104	3522	2785	647
Arrive On Green	0.11	0.11	0.04	0.70	0.56	0.56
Sat Flow, veh/h	3072	2480	2306	5191	5149	1158
Grp Volume(v), veh/h	104	77	29	2217	2540	67
Grp Sat Flow(s),veh/h/ln	1536	1240	1153	1675	1662	1158
Q Serve(g_s), s	1.8	1.7	0.7	13.8	26.9	1.6
Cycle Q Clear(g_c), s	1.8	1.7	0.7	13.8	26.9	1.6
Prop In Lane	1.00	1.00	1.00			1.00
Lane Grp Cap(c), veh/h	348	281	104	3522	2785	647
V/C Ratio(X)	0.30	0.27	0.28	0.63	0.91	0.10
Avail Cap(c_a), veh/h	944	762	275	5239	4117	956
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	23.9	23.8	27.1	4.7	11.6	6.1
Incr Delay (d2), s/veh	0.2	0.2	0.5	0.1	1.9	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	0.0	0.2	1.5	6.3	0.2
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	24.0	24.0	27.6	4.8	13.5	6.1
LnGrp LOS	C	C	C	A	B	A
Approach Vol, veh/h	181			2246	2607	
Approach Delay, s/veh	24.0			5.1	13.3	
Approach LOS	C			A	B	

Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		47.3		11.3	8.3	38.9
Change Period (Y+Rc), s		6.2		4.7	5.7	6.2
Max Green Setting (Gmax), s		61.1		18.0	7.0	48.4
Max Q Clear Time (g_c+I1), s		15.8		3.8	2.7	28.9
Green Ext Time (p_c), s		3.2		0.0	0.0	3.9

Intersection Summary	
HCM 7th Control Delay, s/veh	10.0
HCM 7th LOS	B

Notes

User approved pedestrian interval to be less than phase max green.

Appendix F
Cumulative Plus Project Buildout Synchro Worksheets

HCM 7th Signalized Intersection Summary
1: 1. Discovery Dr & Jack London Blvd 05/25/2026

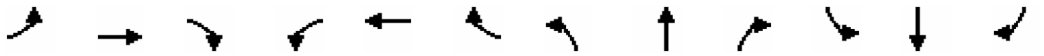
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	311	41	68	994	0	29	0	21	0	0	0
Future Volume (veh/h)	0	311	41	68	994	0	29	0	21	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	0	1781	1841	1604	1826	0	1648	1870	1100	1870	1870	1870
Adj Flow Rate, veh/h	0	338	45	74	1080	0	32	0	23	0	0	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	0	8	4	20	5	0	17	2	54	2	2	2
Cap, veh/h	0	861	114	191	1925	0	199	0	104	0	7	0
Arrive On Green	0.00	0.29	0.29	0.13	0.55	0.00	0.11	0.00	0.11	0.00	0.00	0.00
Sat Flow, veh/h	0	3095	397	1527	3561	0	1781	0	932	0	1870	0
Grp Volume(v), veh/h	0	189	194	74	1080	0	32	0	23	0	0	0
Grp Sat Flow(s),veh/h/ln	0	1692	1710	1527	1735	0	1781	0	932	0	1870	0
Q Serve(g_s), s	0.0	2.5	2.5	1.2	5.6	0.0	0.5	0.0	0.6	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.0	2.5	2.5	1.2	5.6	0.0	0.5	0.0	0.6	0.0	0.0	0.0
Prop In Lane	0.00		0.23	1.00		0.00	1.00		1.00	0.00		0.00
Lane Grp Cap(c), veh/h	0	485	490	191	1925	0	199	0	104	0	7	0
V/C Ratio(X)	0.00	0.39	0.40	0.39	0.56	0.00	0.16	0.00	0.22	0.00	0.00	0.00
Avail Cap(c_a), veh/h	0	1588	1605	602	5120	0	2042	0	1068	0	1239	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00	0.00	0.00
Uniform Delay (d), s/veh	0.0	8.0	8.0	11.2	4.0	0.0	11.2	0.0	11.3	0.0	0.0	0.0
Incr Delay (d2), s/veh	0.0	0.4	0.4	0.5	0.2	0.0	0.1	0.0	0.4	0.0	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.5	0.5	0.3	0.1	0.0	0.1	0.0	0.1	0.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	0.0	8.4	8.4	11.7	4.2	0.0	11.3	0.0	11.7	0.0	0.0	0.0
LnGrp LOS		A	A	B	A		B		B			
Approach Vol, veh/h		383			1154			55			0	
Approach Delay, s/veh		8.4			4.7			11.5			0.0	
Approach LOS		A			A			B				

Timer - Assigned Phs	1	2		4		6		8				
Phs Duration (G+Y+Rc), s	7.5	13.3		0.0		20.8		7.1				
Change Period (Y+Rc), s	4.0	5.3		4.0		5.3		4.0				
Max Green Setting (Gmax), s	11.0	26.2		18.5		41.2		32.0				
Max Q Clear Time (g_c+I1), s	3.2	4.5		0.0		7.6		2.6				
Green Ext Time (p_c), s	0.0	1.6		0.0		6.8		0.1				

Intersection Summary												
HCM 7th Control Delay, s/veh			5.8									
HCM 7th LOS			A									

Notes

User approved pedestrian interval to be less than phase max green.



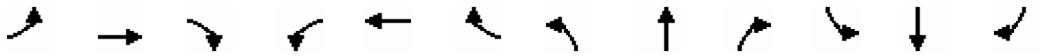
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	3	329	10	67	1039	0	12	0	55	0	0	0
Future Volume (veh/h)	3	329	10	67	1039	0	12	0	55	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		0.98	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1752	1455	1322	1826	1870	1040	1870	981	1870	1870	1870
Adj Flow Rate, veh/h	3	358	11	73	1129	0	13	0	60	0	0	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	10	30	39	5	2	58	2	62	2	2	2
Cap, veh/h	10	1244	38	147	1695	0	215	0	100	0	5	0
Arrive On Green	0.01	0.38	0.38	0.12	0.49	0.00	0.12	0.00	0.12	0.00	0.00	0.00
Sat Flow, veh/h	1781	3294	101	1259	3561	0	1779	0	830	0	1870	0
Grp Volume(v), veh/h	3	180	189	73	1129	0	13	0	60	0	0	0
Grp Sat Flow(s),veh/h/ln	1781	1664	1731	1259	1735	0	1779	0	830	0	1870	0
Q Serve(g_s), s	0.1	2.6	2.6	1.9	8.5	0.0	0.2	0.0	2.4	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.1	2.6	2.6	1.9	8.5	0.0	0.2	0.0	2.4	0.0	0.0	0.0
Prop In Lane	1.00		0.06	1.00		0.00	1.00		1.00	0.00		0.00
Lane Grp Cap(c), veh/h	10	629	654	147	1695	0	215	0	100	0	5	0
V/C Ratio(X)	0.29	0.29	0.29	0.50	0.67	0.00	0.06	0.00	0.60	0.00	0.00	0.00
Avail Cap(c_a), veh/h	387	1421	1478	335	3134	0	1648	0	769	0	650	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00	0.00	0.00
Uniform Delay (d), s/veh	17.1	7.5	7.5	14.3	6.7	0.0	13.5	0.0	14.4	0.0	0.0	0.0
Incr Delay (d2), s/veh	5.7	0.2	0.2	1.0	0.3	0.0	0.0	0.0	2.1	0.0	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.5	0.5	0.4	1.2	0.0	0.1	0.0	0.4	0.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	22.8	7.7	7.7	15.3	7.0	0.0	13.5	0.0	16.5	0.0	0.0	0.0
LnGrp LOS	C	A	A	B	A		B		B			
Approach Vol, veh/h		372			1202			73			0	
Approach Delay, s/veh		7.8			7.5			16.0			0.0	
Approach LOS		A			A			B				

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	8.0	18.3		0.0	4.2	22.2		8.2				
Change Period (Y+Rc), s	4.0	5.3		4.0	4.0	5.3		4.0				
Max Green Setting (Gmax), s	9.2	29.5		12.0	7.5	31.2		32.0				
Max Q Clear Time (g_c+I1), s	3.9	4.6		0.0	2.1	10.5		4.4				
Green Ext Time (p_c), s	0.0	1.5		0.0	0.0	6.4		0.1				

Intersection Summary	
HCM 7th Control Delay, s/veh	8.0
HCM 7th LOS	A

Notes

User approved pedestrian interval to be less than phase max green.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	114	143	135	215	474	462	353	1718	195	264	1785	274
Future Volume (veh/h)	114	143	135	215	474	462	353	1718	195	264	1785	274
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		0.99	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1307	1856	1633	1870	1870	1870	1796	1752	1870	1870	1767	1633
Adj Flow Rate, veh/h	124	155	147	234	515	502	384	1867	212	287	1940	298
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	40	3	18	2	2	2	7	10	2	2	9	18
Cap, veh/h	234	960	377	359	523	574	422	1917	635	299	1736	498
Arrive On Green	0.10	0.27	0.27	0.10	0.28	0.28	0.13	0.40	0.40	0.09	0.36	0.36
Sat Flow, veh/h	2415	3526	1384	3456	1870	1565	3319	4782	1585	3456	4823	1384
Grp Volume(v), veh/h	124	155	147	234	515	502	384	1867	212	287	1940	298
Grp Sat Flow(s),veh/h/ln	1208	1763	1384	1728	1870	1565	1659	1594	1585	1728	1608	1384
Q Serve(g_s), s	7.5	5.1	13.3	10.0	42.1	43.0	17.6	59.1	14.2	12.7	55.4	27.0
Cycle Q Clear(g_c), s	7.5	5.1	13.3	10.0	42.1	43.0	17.6	59.1	14.2	12.7	55.4	27.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	234	960	377	359	523	574	422	1917	635	299	1736	498
V/C Ratio(X)	0.53	0.16	0.39	0.65	0.99	0.87	0.91	0.97	0.33	0.96	1.12	0.60
Avail Cap(c_a), veh/h	256	985	387	366	523	574	431	1930	640	299	1736	498
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	66.1	42.6	45.6	66.3	55.1	45.6	66.3	45.3	31.9	70.0	49.3	40.2
Incr Delay (d2), s/veh	0.7	0.0	0.2	3.1	35.4	13.5	22.1	14.7	0.1	41.2	61.4	1.4
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.3	2.2	4.6	4.5	24.5	19.6	8.6	24.9	5.4	7.3	31.4	9.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	66.8	42.6	45.8	69.4	90.6	59.1	88.4	60.0	32.0	111.2	110.6	41.6
LnGrp LOS	E	D	D	E	F	E	F	E	C	F	F	D
Approach Vol, veh/h		426			1251			2463			2525	
Approach Delay, s/veh		50.8			74.0			62.0			102.5	
Approach LOS		D			E			E			F	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	18.0	67.5	20.7	47.7	24.3	61.2	19.6	48.8
Change Period (Y+Rc), s	4.7	5.8	4.7	5.8	4.7	5.8	4.7	5.8
Max Green Setting (Gmax), s	13.3	62.1	16.3	43.0	20.0	55.4	16.3	43.0
Max Q Clear Time (g_c+I1), s	14.7	61.1	12.0	15.3	19.6	57.4	9.5	45.0
Green Ext Time (p_c), s	0.0	0.5	0.0	0.1	0.0	0.0	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	78.9
HCM 7th LOS	E

Notes

User approved pedestrian interval to be less than phase max green.



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	56	43	49	2198	1979	159
Future Volume (veh/h)	56	43	49	2198	1979	159
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1470	1248	1707	1781	1781	1544
Adj Flow Rate, veh/h	61	47	53	2389	2151	173
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	29	44	13	8	8	24
Cap, veh/h	292	200	228	3304	2409	648
Arrive On Green	0.11	0.11	0.07	0.68	0.50	0.50
Sat Flow, veh/h	2716	1861	3155	5024	5024	1309
Grp Volume(v), veh/h	61	47	53	2389	2151	173
Grp Sat Flow(s),veh/h/ln	1358	931	1577	1621	1621	1309
Q Serve(g_s), s	1.0	1.2	0.8	15.8	20.5	3.9
Cycle Q Clear(g_c), s	1.0	1.2	0.8	15.8	20.5	3.9
Prop In Lane	1.00	1.00	1.00			1.00
Lane Grp Cap(c), veh/h	292	200	228	3304	2409	648
V/C Ratio(X)	0.21	0.24	0.23	0.72	0.89	0.27
Avail Cap(c_a), veh/h	957	656	432	4863	3654	983
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	20.8	20.9	22.4	5.2	11.7	7.5
Incr Delay (d2), s/veh	0.1	0.2	0.2	0.1	1.5	0.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	0.0	0.3	1.2	4.6	0.7
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	21.0	21.1	22.6	5.3	13.1	7.6
LnGrp LOS	C	C	C	A	B	A
Approach Vol, veh/h	108			2442	2324	
Approach Delay, s/veh	21.0			5.7	12.7	
Approach LOS	C			A	B	

Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		40.9		10.2	9.4	31.5
Change Period (Y+Rc), s		6.2		4.7	5.7	6.2
Max Green Setting (Gmax), s		51.1		18.0	7.0	38.4
Max Q Clear Time (g_c+I1), s		17.8		3.2	2.8	22.5
Green Ext Time (p_c), s		3.6		0.0	0.0	2.9

Intersection Summary	
HCM 7th Control Delay, s/veh	9.4
HCM 7th LOS	A

Notes

User approved pedestrian interval to be less than phase max green.

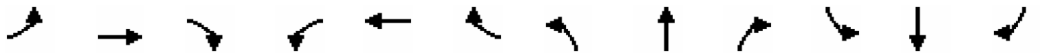
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	1240	28	48	517	0	40	0	49	10	0	3
Future Volume (veh/h)	0	1240	28	48	517	0	40	0	49	10	0	3
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	0	1796	1870	1159	1826	0	1870	1870	1292	1870	1870	1870
Adj Flow Rate, veh/h	0	1348	30	52	562	0	43	0	53	11	0	3
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	0	7	2	50	5	0	2	2	41	2	2	2
Cap, veh/h	0	1657	37	86	2191	0	216	0	133	28	0	8
Arrive On Green	0.00	0.49	0.49	0.08	0.63	0.00	0.12	0.00	0.12	0.02	0.00	0.02
Sat Flow, veh/h	0	3503	76	1104	3561	0	1781	0	1095	1363	0	372
Grp Volume(v), veh/h	0	674	704	52	562	0	43	0	53	14	0	0
Grp Sat Flow(s),veh/h/ln	0	1706	1783	1104	1735	0	1781	0	1095	1735	0	0
Q Serve(g_s), s	0.0	19.7	19.7	2.7	4.2	0.0	1.3	0.0	2.6	0.5	0.0	0.0
Cycle Q Clear(g_c), s	0.0	19.7	19.7	2.7	4.2	0.0	1.3	0.0	2.6	0.5	0.0	0.0
Prop In Lane	0.00		0.04	1.00		0.00	1.00		1.00	0.79		0.21
Lane Grp Cap(c), veh/h	0	828	865	86	2191	0	216	0	133	36	0	0
V/C Ratio(X)	0.00	0.81	0.81	0.60	0.26	0.00	0.20	0.00	0.40	0.39	0.00	0.00
Avail Cap(c_a), veh/h	0	1124	1174	160	3024	0	971	0	597	547	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	0.0	12.8	12.9	26.2	4.8	0.0	23.2	0.0	23.8	28.4	0.0	0.0
Incr Delay (d2), s/veh	0.0	3.0	2.9	2.5	0.0	0.0	0.2	0.0	0.7	2.5	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	6.1	6.3	0.7	0.8	0.0	0.5	0.0	0.7	0.2	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	0.0	15.8	15.7	28.7	4.8	0.0	23.4	0.0	24.6	30.9	0.0	0.0
LnGrp LOS		B	B	C	A		C		C	C		
Approach Vol, veh/h		1378			614			96			14	
Approach Delay, s/veh		15.8			6.8			24.0			30.9	
Approach LOS		B			A			C			C	

Timer - Assigned Phs	1	2		4		6		8				
Phs Duration (G+Y+Rc), s	8.6	33.8		5.2		42.4		11.1				
Change Period (Y+Rc), s	4.0	5.3		4.0		5.3		4.0				
Max Green Setting (Gmax), s	8.5	38.7		18.5		51.2		32.0				
Max Q Clear Time (g_c+I1), s	4.7	21.7		2.5		6.2		4.6				
Green Ext Time (p_c), s	0.0	6.8		0.0		3.0		0.2				

Intersection Summary		
HCM 7th Control Delay, s/veh	13.6	
HCM 7th LOS	B	

Notes

User approved pedestrian interval to be less than phase max green.



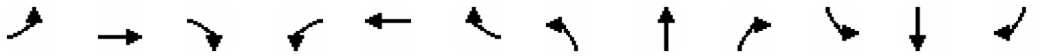
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	4	1302	13	26	560	0	7	0	80	0	0	0
Future Volume (veh/h)	4	1302	13	26	560	0	7	0	80	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1841	1100	803	1826	1870	1870	1870	1189	1870	1870	1870
Adj Flow Rate, veh/h	4	1415	14	28	609	0	8	0	87	0	0	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	4	54	74	5	2	2	2	48	2	2	2
Cap, veh/h	14	1892	19	40	2005	0	219	0	124	0	4	0
Arrive On Green	0.01	0.53	0.53	0.05	0.58	0.00	0.12	0.00	0.12	0.00	0.00	0.00
Sat Flow, veh/h	1781	3548	35	765	3561	0	1781	0	1007	0	1870	0
Grp Volume(v), veh/h	4	697	732	28	609	0	8	0	87	0	0	0
Grp Sat Flow(s),veh/h/ln	1781	1749	1834	765	1735	0	1781	0	1007	0	1870	0
Q Serve(g_s), s	0.1	14.1	14.1	1.6	4.1	0.0	0.2	0.0	3.8	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.1	14.1	14.1	1.6	4.1	0.0	0.2	0.0	3.8	0.0	0.0	0.0
Prop In Lane	1.00		0.02	1.00		0.00	1.00		1.00	0.00		0.00
Lane Grp Cap(c), veh/h	14	932	978	40	2005	0	219	0	124	0	4	0
V/C Ratio(X)	0.30	0.75	0.75	0.70	0.30	0.00	0.04	0.00	0.70	0.00	0.00	0.00
Avail Cap(c_a), veh/h	297	1541	1617	143	3126	0	1250	0	707	0	492	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00	0.00	0.00
Uniform Delay (d), s/veh	22.5	8.3	8.3	21.3	4.9	0.0	17.6	0.0	19.2	0.0	0.0	0.0
Incr Delay (d2), s/veh	4.4	0.9	0.9	7.9	0.1	0.0	0.0	0.0	2.7	0.0	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	2.9	3.1	0.3	0.7	0.0	0.1	0.0	0.9	0.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	26.9	9.2	9.1	29.1	5.0	0.0	17.7	0.0	21.9	0.0	0.0	0.0
LnGrp LOS	C	A	A	C	A		B		C			
Approach Vol, veh/h		1433			637			95			0	
Approach Delay, s/veh		9.2			6.0			21.6			0.0	
Approach LOS		A			A			C				

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	6.4	29.6		0.0	4.3	31.7		9.6				
Change Period (Y+Rc), s	4.0	5.3		4.0	4.0	5.3		4.0				
Max Green Setting (Gmax), s	8.5	40.2		12.0	7.6	41.1		32.0				
Max Q Clear Time (g_c+I1), s	3.6	16.1		0.0	2.1	6.1		5.8				
Green Ext Time (p_c), s	0.0	8.2		0.0	0.0	3.3		0.2				

Intersection Summary			
HCM 7th Control Delay, s/veh		8.8	
HCM 7th LOS		A	

Notes

User approved pedestrian interval to be less than phase max green.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	254	690	381	169	278	404	175	1793	210	379	1907	135
Future Volume (veh/h)	254	690	381	169	278	404	175	1793	210	379	1907	135
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1618	1870	1781	1870	1856	1870	1781	1841	1870	1870	1826	1618
Adj Flow Rate, veh/h	276	750	414	184	302	439	190	1949	228	412	2073	147
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	19	2	8	2	3	2	8	4	2	2	5	19
Cap, veh/h	311	979	415	354	508	638	295	1803	569	445	1983	546
Arrive On Green	0.10	0.28	0.28	0.10	0.27	0.27	0.09	0.36	0.36	0.13	0.40	0.40
Sat Flow, veh/h	2990	3554	1508	3456	1856	1583	3291	5025	1585	3456	4985	1372
Grp Volume(v), veh/h	276	750	414	184	302	439	190	1949	228	412	2073	147
Grp Sat Flow(s),veh/h/ln	1495	1777	1508	1728	1856	1583	1646	1675	1585	1728	1662	1372
Q Serve(g_s), s	14.2	30.3	42.8	7.9	22.0	35.8	8.7	56.0	16.8	18.4	62.1	11.3
Cycle Q Clear(g_c), s	14.2	30.3	42.8	7.9	22.0	35.8	8.7	56.0	16.8	18.4	62.1	11.3
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	311	979	415	354	508	638	295	1803	569	445	1983	546
V/C Ratio(X)	0.89	0.77	1.00	0.52	0.59	0.69	0.64	1.08	0.40	0.93	1.05	0.27
Avail Cap(c_a), veh/h	389	979	415	361	508	638	302	1803	569	445	1983	546
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	69.0	51.9	56.5	66.4	49.2	38.5	68.6	50.0	37.5	67.3	47.0	31.7
Incr Delay (d2), s/veh	16.1	3.3	43.2	0.5	1.3	2.6	3.4	46.9	0.2	25.0	33.2	0.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	6.1	13.7	20.9	3.5	10.3	14.0	3.7	30.3	6.5	9.5	30.9	3.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	85.1	55.3	99.6	66.9	50.5	41.1	72.1	96.9	37.7	92.2	80.2	31.8
LnGrp LOS	F	E	F	E	D	D	E	F	D	F	F	C
Approach Vol, veh/h		1440			925			2367			2632	
Approach Delay, s/veh		73.7			49.3			89.2			79.4	
Approach LOS		E			D			F			E	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	24.8	61.8	20.7	48.8	18.7	67.9	20.9	48.6
Change Period (Y+Rc), s	4.7	5.8	4.7	5.8	4.7	5.8	4.7	5.8
Max Green Setting (Gmax), s	20.1	56.0	16.3	43.0	14.3	61.8	20.3	39.0
Max Q Clear Time (g_c+I1), s	20.4	58.0	9.9	44.8	10.7	64.1	16.2	37.8
Green Ext Time (p_c), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.1

Intersection Summary	
HCM 7th Control Delay, s/veh	77.7
HCM 7th LOS	E

Notes

User approved pedestrian interval to be less than phase max green.



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	108	71	27	2070	2346	88
Future Volume (veh/h)	108	71	27	2070	2346	88
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1663	1663	1248	1841	1826	1366
Adj Flow Rate, veh/h	117	77	29	2250	2550	96
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	16	16	44	4	5	36
Cap, veh/h	349	282	103	3526	2792	649
Arrive On Green	0.11	0.11	0.04	0.70	0.56	0.56
Sat Flow, veh/h	3072	2480	2306	5191	5149	1158
Grp Volume(v), veh/h	117	77	29	2250	2550	96
Grp Sat Flow(s),veh/h/ln	1536	1240	1153	1675	1662	1158
Q Serve(g_s), s	2.1	1.7	0.7	14.3	27.2	2.3
Cycle Q Clear(g_c), s	2.1	1.7	0.7	14.3	27.2	2.3
Prop In Lane	1.00	1.00	1.00			1.00
Lane Grp Cap(c), veh/h	349	282	103	3526	2792	649
V/C Ratio(X)	0.33	0.27	0.28	0.64	0.91	0.15
Avail Cap(c_a), veh/h	937	756	273	5202	4088	950
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	24.1	23.9	27.3	4.8	11.7	6.2
Incr Delay (d2), s/veh	0.2	0.2	0.5	0.1	2.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.7	0.0	0.2	1.5	6.5	0.4
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	24.3	24.1	27.8	4.8	13.7	6.3
LnGrp LOS	C	C	C	A	B	A
Approach Vol, veh/h	194			2279	2646	
Approach Delay, s/veh	24.2			5.1	13.4	
Approach LOS	C			A	B	

Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		47.6		11.4	8.3	39.3
Change Period (Y+Rc), s		6.2		4.7	5.7	6.2
Max Green Setting (Gmax), s		61.1		18.0	7.0	48.4
Max Q Clear Time (g_c+I1), s		16.3		4.1	2.7	29.2
Green Ext Time (p_c), s		3.2		0.0	0.0	3.9

Intersection Summary	
HCM 7th Control Delay, s/veh	10.1
HCM 7th LOS	B

Notes

User approved pedestrian interval to be less than phase max green.

Appendix G
Eden Landing Facility Turning Movement Volumes

Type of report: Midblock Count - Volume Data

LOCATION: Gillig Warehouse Driveway S of Eden Landing Rd | **QC JOB #:** 17354001

SPECIFIC LOCATION: | **DIRECTION:** NB, SB

CITY/STATE: Hayward, CA | **DATE:** Dec 3 2025 - Dec 4 2025

Start Time	Mon	Tue	Wed 3 Dec 25	Thu 4 Dec 25	Fri	Average Weekday Hourly Traffic	Sat	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM			0	0		0			0	
01:00 AM			1	1		1			1	
02:00 AM			0	1		1			1	
03:00 AM			2	1		2			2	
04:00 AM			0	1		1			1	
05:00 AM			6	8		7			7	
06:00 AM			14	15		15			15	
07:00 AM			**26**	17		**22**			**22**	
08:00 AM			1	6		4			4	
09:00 AM			7	9		8			8	
10:00 AM			14	15		15			15	
11:00 AM			23	**21**		22			22	
12:00 PM			**41**	21		**31**			**31**	
01:00 PM			8	17		13			13	
02:00 PM			9	4		7			7	
03:00 PM			15	19		17			17	
04:00 PM			30	**30**		30			30	
05:00 PM			4	9		7			7	
06:00 PM			4	0		2			2	
07:00 PM			0	0		0			0	
08:00 PM			3	2		3			3	
09:00 PM			1	1		1			1	
10:00 PM			0	1		1			1	
11:00 PM			0	1		1			1	
Day Total			209	200		211			211	
% Weekday Average			99.1%	94.8%						
% Week Average			99.1%	94.8%		100%				
AM Peak Volume			7:00 AM 26	11:00 AM 21		7:00 AM 22			7:00 AM 22	
PM Peak Volume			12:00 PM 41	4:00 PM 30		12:00 PM 31			12:00 PM 31	

Comments:

Report generated on 12/8/2025 10:56 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net)

TRUE DATA TO IMPROVE MOBILITY

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING STAFF TO PROCEED WITH NEGOTIATING TERMS FOR DEVELOPMENT AGREEMENT (DA) 26-001 WITH GILLIG TO FACILITATE CAMPUS EXPANSION

Gillig, the bus manufacturing company located in the Oaks Business Park, desires to expand its Livermore campus and has requested closure of a portion of Discovery Drive to facilitate such expansion.

The City received an application from Gillig for Development Agreement (DA) 26-001, which includes a formal request for street closure.

A Development Agreement is the appropriate mechanism to secure public benefits and ensure land uses that generate high-quality jobs, provide an efficient use of land, and generate significant tax dollars for the City.

Section 9.04.040 of the Livermore Development Code states that the City Council shall hold a noticed public hearing where it shall determine whether it wishes to enter into a Development Agreement and, if so, the general subject areas City staff is authorized to negotiate.

Article XVI, Section 6 of the California Constitution prohibits cities from making gifts of public funds or things of value to private parties. In addition, Livermore Development Code Section 9.04.050(D)(1) requires that all Development Agreements provide a benefit to the City. The Development Agreement would provide significant public benefits to the City, primarily through increased tax revenue, job creation, private investment, and retention of one of Livermore's major employers as a result of Gillig's campus expansion.

Entering into negotiations with Gillig to facilitate a future campus expansion is consistent with the General Plan and Strategic Plan policies that call for robust business engagement, a diverse local economy, business retention, high-quality local jobs, and working with property owners to advance local economic development.

Authorization of Development Agreement negotiation is not a project under CEQA Section 21065. City Council authorization will not cause a direct physical change in the environment, or a reasonably foreseeable indirect change in the environment. No lease, permit, certificate, or entitlement is being issued at this time.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livermore authorizes staff to negotiate Development Agreement 26-001 containing terms within the following general subject areas:

1. Street closure and reversion;
2. Campus expansion and relocation of Gillig operations to Livermore; and

3. Right-of-way dedication and trail construction.

BE IT FURTHER RESOLVED that the City Council of the City of Livermore hereby directs staff to return to the City Council with a completed Development Agreement for final consideration.

The documents that constitute the record of proceedings upon which this decision is based can be found in the City Clerk's Office, 1052 S. Livermore Avenue, in Livermore, California.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 13, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Assistant City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 8.1**

DATE: July 13, 2026

TO: Honorable Mayor and City Council

FROM: Kristen Hilton, Acting Administrative Services Director

SUBJECT: Resolution approving the Executive Management, Management Confidential, and Confidential Compensation Plan effective July 1, 2025.

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution approving the Executive Management, Management Confidential, and Confidential Compensation Plan effective July 1, 2025.

SUMMARY

The proposed Executive Management, Management Confidential, and Confidential Compensation Plan consolidates the salaries, benefits, and other terms and conditions of the of employment for executive management, management confidential, and confidential employees into a single Council adopted document. The plan is intended to provide clear and consistent framework for compensation administration while reflecting current City practices.

DISCUSSION

Currently, there is no single document that codifies the compensation and benefits applicable to the City's unrepresented executive management, management confidential, and confidential employees. Executive management, management confidential, and confidential salary increases and benefits have historically followed those provided those provided to the Livermore Management Group (LMG) with some additional benefits to provided to executive management employees. The Police Chief has historically received salary adjustments and selected benefits consistent with the Police Management Group while receiving health benefits consistent with executive management.

The proposed Executive Management, Management Confidential, and Confidential Compensation Plan consolidates the City's current compensation and benefits practices into a single, comprehensive, Council adopted document. The plan is intended to provide a clear and consistent framework for administrating salaries, benefits, leave provisions, and other terms and conditions of employment, while improving transparency and ease of administration.

In addition to consolidating existing practices, the proposed Plan includes two benefit modifications.

First, the Police Chief would become eligible to receive the same Police Officer Standards and Training (POST) incentive pay provided to the Police Management Group, recognizing the Chief's continued maintenance of POST certification and ensuring consistency with the Police Department's management team. Second, executive management employees in the classifications of Assistant City Manager, Deputy City Manager, Administrative Services Director, Community Development Director, Innovation and Economic Development Director, Library Services Director, and Public Works Director currently receive a monthly vehicle allowance of $250. The proposed plan increases the monthly vehicle allowance for these executive management employees by $100/month for a total of $350/month based on a review of the City's comparable agencies effective July 13, 2026.

Staff recommends that the Executive Management, Management Confidential, and Confidential Compensation Plan be approved retroactive to July 1, 2025, to coincide with the effective dates of the current Livermore Management Group (LMG) and Police Management Group Memorandum of Understandings. Aligning the effective dates will ensure compensation adjustments and related provisions for employees covered by this plan remain on the same schedule as those applicable to those groups and provide for consistent administration going forward.

FISCAL IMPACT

The proposed plan memorializes existing compensation and benefits practices and, by itself, does not result in additional fiscal impacts beyond those previously approved by the City Council. The two proposed benefit modifications will result in a one-time retroactive cost of $23,400 for the Police Chief's POST incentive pay and an ongoing annual cost of $24,000. The proposed increase to the vehicle allowance will result in an ongoing annual cost of $8,400, effective July 13, 2026. Funding for these changes is available within the adopted budget.

COMMUNITY PILLAR

5: A City That Works

GOAL:

8: Attract, develop, engage, and retain a diverse and highly skilled workforce across the organization

ATTACHMENTS

1. Resolution
2. EXHIBIT A - Executive Management, Management Confidential, and Confidential Compensation Plan

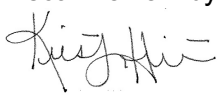
Prepared by: Kristen Hilton
Acting Administrative Services Director

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Kristen Hilton
Acting Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING THE EXECUTIVE MANAGEMENT, MANAGEMENT CONFIDENTIAL, AND CONFIDENTIAL COMPENSATION PLAN EFFECTIVE JULY 1, 2025

The Executive Management, Management Confidential, and Confidential Compensation Plan consolidates the salaries, benefits, and other terms and conditions of employment for unrepresented executive management, management confidential, and confidential employees into a single Council adopted document. The plan is intended to provide clear and consistent framework for compensation administration while reflecting current City practices.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that the Executive Management, Management Confidential, and Confidential Compensation Plan, attached hereto as Exhibit A, is hereby approved and adopted, effective July 1, 2025, except the increased executive management vehicle allowance shall become effective July 13, 2026.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 13, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

Exhibit A - Executive Management, Management Confidential, and Confidential Compensation Plan

1. INTRODUCTION

a. PURPOSE

This Compensation Plan ("Plan") establishes the salaries, benefits, and other terms and conditions of employment for executive management, management confidential, and confidential employees of the City of Livermore.

b. AUTHORITY

This Plan is adopted by resolution of the City Council and shall remain in effect until amended or repealed by the City Council. The City Manager or their designee is authorized to administer, implement, and interpret the provisions of this Plan.

c. SCOPE

The provisions of this Plan apply to all positions designated as executive management, management confidential, or confidential as identified in attachment A. Employees covered by this Plan are not represented by a recognized employee organization.

2. SALARIES AND OTHER COMPENSATION

a. SALARIES

i. Management Confidential and Confidential Employees

Salary increases for classifications designated as management confidential and confidential shall be consistent with those provided to the Livermore Management Group (LMG) and shall be implemented on the same effective dates as LMG.

- Effective for the pay period beginning July 14, 2025, salaries for management confidential and confidential employees will reflect an increase of five percent (5%).
- Subsequent years will include the following increases to base salary:
  - Effective July 13, 2026 – 3%
  - Effective July 12, 2027 – 3%
  - Effective July 10, 2028 – 3%
- In recognition of rising medical costs, the City will increase base salaries as follows:
  - Effective July 14, 2025 – 1%
  - Effective July 13, 2026 – 1%

ii. Executive Management Employees

Salary increases for classifications designated as executive management shall be consistent with those provided to LMG; however, such increases shall be effective the second pay period in November, unless otherwise approved by the City Council.

- Effective for the pay period beginning November 17, 2025, salaries for executive management classifications will reflect an increase of five percent (5%).
- Subsequent years will include the following increases to base salary:
  - Effective November 16, 2026 – 3%
  - Effective November 15, 2027 – 3%
  - Effective November 13, 2028 – 3%
- In recognition of rising medical costs, the City will increase base salaries as follows:
  - Effective November 17, 2025 – 1%
  - Effective November 16, 2026 – 1%

iii. **Police Chief**

The Police Chief shall receive salary increases consistent with those provided to the Police Management Unit and shall be eligible for medical benefits consistent with those provided to executive management employees. Additional benefits specific to the Police Chief are identified only where expressly noted in this Plan.

- Effective July 14, 2025, the salary for the Police Chief will reflect an increase of five percent (5%) and an internal equity adjustment of five percent (5%).
- Subsequent years will include the following increases to base salary:
  - Effective July 13, 2026 – 3%
  - Effective July 12, 2027 – 3%
  - Effective July 10, 2028 – 3%
- Subsequent years will include the following internal equity adjustments:
  - Effective July 13, 2026 – 2%
  - Effective July 12, 2027 – 1%
- In recognition of rising medical costs, the City will increase the Police Chief's base salary as follows:
  - Effective July 14, 2025 – 1%
  - Effective July 13, 2026 – 1%

b. OVERTIME COMPENSATION

For classifications deemed to be FLSA non-exempt employees, overtime will be paid in accordance with the Fair Labor Standards Act (FLSA).

c. SUPERVISORY DIFFERENTIAL PAY

It shall be the policy of the City to recognize supervisory responsibilities of management employees by providing a differential in base salary between the supervising management employee and the subordinate employee(s). The amount of differential

shall be based on the actual dollars of the subordinate employee's base salary, not on salary ranges. The minimum amount of differential to be paid to the management employee shall be:

- 10% above a non-management subordinate
- 7.5% above a management subordinate

Procedures and Conditions
The differential shall apply only when there is a direct and immediate departmental supervisory relationship. The City Manager shall be the final decision maker of the supervisory relationship involving a department head. For all determinations within a department not involving a department head, the department head shall make a recommendation to the City Manager of the nature of the supervisory relationship and the City Manager shall be the final decision maker of the supervisory relationship.

Approval
Differential adjustments shall not be made without the City Manager’s approval.

Determination of Amount
The amount of differential shall be based on the actual dollars of the subordinate employee’s base salary, not on the salary range.

Effective Date of Adjustment
The differential adjustment in the supervisor’s salary shall be effective on the first day of the pay period concurrent with or immediately following the effective date of the subordinate employee’s increase in base salary.

Multiple Position Supervisory Classification
If a supervisory classification has more than one allocated position and more than one rate of base salary for incumbent employees due to time in class or other reason, the supervisory differential adjustment shall be determined solely on the basis of the individual difference between subordinate and supervisor base salaries.

Temporary Assignments
Temporary or acting assignments will be considered as separate actions and shall not be cause for differential adjustments based upon supervisor relationships.

Probationary Employee
Probationary status shall not disqualify an otherwise eligible employee from receiving the supervisory differential.

d. ACTING PAY

An employee assigned to perform substantially the duties of a higher job classification as determined by the department head (or the City Manager, in the absence of the department head) for at least five (5) consecutive workdays, shall receive acting pay.

An employee shall be paid the starting rate of the salary established for the salary range of the temporary assignment. An exception to this will be made if this salary rate is less than 5% over the employee's current base salary rate. In that circumstance, the employee will receive the amount within the range that represents a 5% increase over the employee's current base salary rate.

An employee whose acting assignment is expected to exceed 30 calendar days, due to a vacancy or coverage for an extended leave of absence, and whose assignment includes a high degree of complexity and/or increased level of supervisory responsibilities, as determined by the department head, may be eligible to receive up to 7.5% over the employee's base salary, subject to the approval of the Administrative Services Director.

If the acting assignment requires supervision, the employee will receive no less than 2.5% over the highest compensated employee supervised. In no event shall the rate exceed the top of the range of the assigned classification.

If an employee is assigned to an acting assignment for 12 months, the department head or City Manager may provide an additional increase of up to 7% or the maximum of the range, whichever is less.

e. SPECIAL PROJECTS PAY

Eligibility. An employee assigned to perform management duties by the department head to facilitate the completion of a project requiring skills and knowledge greater than those of the employee’s normal duties for a period of at least 30 calendar days, shall receive Special Projects Pay.

Rate of Pay. An employee who qualifies for Special Project Pay described in “Eligibility” shall be paid 5%-7% over the employee’s current salary as determined by the City Manager. An exception will be made if the project includes full supervision of other employees. In such a situation, the employee will be paid the 5%-7%, referenced above plus an additional percentage as necessary to ensure that the Special Projects Pay reflects a differential of 2.5% over the highest compensated position supervised. If an employee performs a special project assignment for 12 months, the City Manager may provide an additional increase of up to 7% effective the beginning of the 13th month.

f. BILINGUAL PAY

Employees who utilize a qualifying language in the performance of their assigned duties, demonstrate competency through testing, are certified by their department head, and approved by the Administrative Services Director, shall receive bilingual pay of sixty

dollars ($60.00) per pay period. Bilingual pay shall commence with the first pay period following certification and shall continue for as long as the employee remains certified.

Bilingual pay shall apply to the following languages: Spanish, Vietnamese, Arabic, Farsi, Mandarin, Cantonese, Cambodian, Sign Language, and other languages as determined by the Administrative Services Director.

Employees receiving bilingual pay shall be subject to periodic recertification through the City's current procedure, as a condition of continued eligibility.

g. TUITION REIMBURSMENT

Employees are eligible to participate in the tuition reimbursement plan detailed in Administrative Regulation #14. Reimbursement shall be paid at a rate of 75% of verified costs for books and tuition with a limit of $4000/fiscal year for undergraduate program, maximum lifetime of $16,000 and $5000/fiscal year for a graduate program with a maximum lifetime of $10,000.

h. LICENSES AND CERTIFICATIONS

Licenses and Certifications: The City will reimburse employees for the cost of state or other licensing or certification when such licensing or certification is verified by the department head as a requirement for the job. If an employee fails a test required to gain certification, the City will not pay for costs associated specifically with the retesting portion of the certification fee. Should an employee leave the employment of the City of Livermore, he/she shall proportionately reimburse the City for any time remaining in the certification period.

Regulations and procedures covering course work for certifications are covered in the Administrative Regulation #14, "Tuition Reimbursement" except as follows - reimbursement for course work required to maintain a required license or certification will be made at the rate of 100% upon verification by the department head that the course work is required to maintain certification.

Professional Memberships: Professional memberships required as part of the employee's professional licensure or certification as verified by the department head shall be reimbursed at 100%. City reimbursement for professional memberships not so required will be considered as part of the budgetary process, subject to the City Manager's determination.

i. DEFFERED COMPENSATION

i. **Deferred Compensation 457 Plan**

Employees shall be able to participate in the deferred compensation program that the City may establish, administer, revise, sponsor, or make available to eligible employees. The City will contribute $185 per pay period with a required matching employee contribution of $75 per pay period.

ii. **Defined Contribution 401(a) - Executive Management Employees Only**
Participation in the City's defined contribution plan is voluntary. The City shall not make employer contributions to this plan. Eligible employees must enroll within sixty (60) days of hire to participate.

Enrollment in the Plan requires an irrevocable election, in accordance with applicable law, to participate in one of the following, subject to applicable Internal Revenue Service (IRS) limits:

- Pre-Tax Salary Contribution: A contribution of zero percent (0%) to fifteen percent (15%) of base salary on a pre-tax basis; and/or
- Leave Conversion Contribution: A contribution of eligible leave balances, including vacation and administrative leave, once a year; and/or
- Vacation upon Separation: An irrevocable election for final pay contribution of accrued vacation leave only.

j. HEALTH CLUB REIMBURSEMENT

i. **Management Confidential and Confidential Employees**
The City shall reimburse employees for the cost of monthly dues charged by a health or fitness club of the employee's choice, as approved by the City Manager. Reimbursement shall not exceed one hundred dollars ($100) per month.

A health and fitness club includes exercise facilities, yoga studios, aerobic training facilities, monthly subscriptions to virtual online fitness classes and programs, martial arts studios, and similar establishments. Excluded from reimbursement are country club memberships, golf course memberships, food-based subscriptions, and other similar recreational facilities.

The determination of the Administrative Services Director regarding eligibility for reimbursement under this section shall be final and not subject to appeal.

ii. **Executive Management Employees**
Executive management employees shall be eligible for health club reimbursement in accordance with subsection (i); however, the reimbursement amount shall not exceed one hundred twenty-five dollars ($125) per month.

k. CELL PHONE

i. **Management Confidential and Confidential Employees**
Eligibility for cell phone allowance shall be determined in accordance with Administrative Regulation #36.

ii. **Executive Management Employees**
Executive management employees shall receive a cell phone allowance of ninety dollars ($90) per month.

l. CAR ALLOWANCE - EXECUTIVE MANAGEMENT ONLY
Executive management employees (excluding the Police Chief) shall receive a car allowance of three hundred and fifty dollars ($350) per month.

m. SEVERANCE PAY – EXECUTIVE MANAGEMENT ONLY
Executive management employees shall be eligible for severance pay equal to three (3) months of salary and benefits upon termination for reasons other than cause.

n. UNIFORM ALLOWANCE – POLICE CHIEF ONLY
The Police Chief shall be eligible for a uniform allowance consistent with that provided to the Police Management Association (PMA). The uniform allowance shall be one thousand three hundred dollars ($1,300) annually and shall be paid in equal amounts for each pay period as earned.

o. POST PAY – POLICE CHIEF ONLY
The Police Chief shall be eligible for POST certification pay consistent with that provided to the Police Management Association (PMA).

- Effective July 14, 2025, a Police Chief who possesses a Regular Management Certificate issued by the California Commission on Peace Officer Standards and Training (POST) shall receive one thousand four hundred fifty dollars ($1450) per month.
    - Effective July 13, 2026, the monthly POST certification amount will increase to $1950/month.
- Effective July 14, 2025, a Police Chief who possesses a Regular Management Certificate issued by the California Commission on Peace Officer Standards and Training (POST) and who possesses a master’s degree issued by an accredited college or university or has successfully completed the State of California Commission on Peace Officer Standards and Training Law Enforcement Command College program or the Federal Bureau of Investigation National

Academy Training Program shall receive one thousand five hundred dollars ($1500) per month.

- Effective July 13, 2026, the monthly POST certification amount will increase to $2000/month.

p. Compensation Review

The City is committed to providing a compensation program that supports the recruitment and retention of a qualified workforce. Compensation shall be established and maintained in a manner that is competitive with the external labor market, internally equitable, and fiscally responsible, and as guided by the City's Compensation Policy.

The City strives to conduct periodic compensation studies of benchmark classifications to assess market competitiveness, in accordance with the City's Compensation Policy. The City aims to conduct such studies on an approximate five (5) year cycle, subject to available resources and organizational priorities.

3. LEAVES

a. VACATION

Full-time employees shall accrue vacation as follows:

Years of Service	Accrual Rate Per Pay Period	Accrual Rate Per Pay Year
1	3.10	80.6
2 - 5	4.62	120.12
6-10	5.23	135.98
11-15	6.19	160.94
16-19	6.93	180.18
20+	7.40	192.4

*Probationary employees must satisfactorily complete their probationary period before being advanced to the second-year accrual rate.

Vacation Accumulation

Management Confidential and Confidential employees may accumulate up to three hundred seventy-five (375) hours of vacation. Executive Management employees may accumulate up to four hundred (400) hours of vacation.

Vacation accrual shall cease upon reaching the applicable maximum and shall resume once the employee's balance falls below the applicable cap. Employees are responsible for monitoring their vacation balances.

Vacation Cash Out

Employees may cash out up to eighty-five (85) hours of vacation semi-annually in June and December, provided a minimum balance of forty (40) hours is maintained at the time of cash out. The City Manager may suspend this provision in the event of a demonstrated fiscal crisis.

Employees must make an irrevocable election during the month of December to participate in vacation cash out for the following calendar year. Failure to submit an election shall be deemed a waiver of participation for that year.

Employees are responsible for ensuring sufficient vacation hours are available at the time of cash out. If sufficient hours are not available, the employee shall receive only the available balance, if any.

b. SICK LEAVE

Sick leave shall accrue at the rate of 3.7 hours per pay period. Employees may accumulate sick leave without limit.

Sick leave may be used in accordance with the City's Personnel Rules.

Upon retirement, unused sick leave may be converted to CalPERS service credit in accordance with applicable law.

c. ADMINISTRATIVE LEAVE

i. **Management Confidential**

Each payroll year, in recognition of the expectation that management employees work the hours necessary to fulfill the duties and responsibilities of their positions, eighty (80) hours of administrative leave shall be granted.

ii. **Executive Management**

Each payroll year, executive management employees shall be granted administrative leave as follows:

- One hundred twelve (112) hours: Administrative Services Director; Assistant City Manager, Community Development Director; Innovation and Economic Development Director; Library Services Director; Police Chief; Public Works Director.
- Ninety-six (96) hours: Deputy City Manager; Deputy City Manager/City Clerk.

Administrative leave must be used within the calendar year in which it is granted and shall not be carried over. For new employees, administrative leave shall be prorated

based on the employee's date of hire and on the number of full months remaining in the calendar year.

d. PERSONAL LEAVE

i. **Confidential Employees**

Confidential employees shall be eligible for sixteen (16) hours of personal leave per year. Employees shall receive an additional eight (8) hours of personal leave every five (5) years of service, up to a maximum of forty (40) hours per year.

Employees must complete six (6) months of service prior to becoming eligible for personal leave. Personal leave must be used within the calendar year in which it is granted and shall not be carried over.

e. PARENTAL LEAVE

Any employee who becomes a parent through birth, adoption, or foster care placement may use up to four (4) regularly scheduled workdays of sick leave to be with the child.

Such leave shall be in addition to, and may be used in conjunction with, leave provided under the City's Personnel Rules and Regulations.

Use of this leave shall run concurrently with any applicable leave under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as applicable.

f. BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted time off, not to exceed the equivalent of three (3) regularly scheduled workdays for full-time employees. The immediate family shall be defined as any of the following of the employee, the employee's spouse, or the employee's domestic partner:

- Spouse or registered domestic partner
- Child(ren)
- Parents
- Siblings
- Grandparents
- Grandchildren
- A relative residing in the employee's home or dependent upon the employee for full support.

In the event of the death of an employee's non-immediate family, an employee may use up to the equivalent of three (3) regularly scheduled workdays of accumulated sick

leave. The non-immediate family shall be defined as any of the following of the employee, the employee's spouse, or the employee's registered domestic partner:

- Aunt or Uncle

Employees may supplement the paid bereavement leave in paragraph (a) with accrued leave (including vacation, administrative leave, or sick leave) to reach a total of five (5) workdays of time off per incident of bereavement. Employees may schedule additional time off, as needed, using accrued vacation or administrative leave with the approval of their supervisor.

g. HOLIDAYS

Holiday provisions shall be governed by the City of Livermore Personnel Rules and Regulations.

City offices shall be closed in observance of the following holidays, except for departments requiring alternative hours of operation:

(1) New Year's Day
(2) Martin Luther King, Jr. Day (third Monday of January)
(3) President's Day (third Monday of February)
(4) Memorial Day (last Monday of May)
(5) Independence Day
(6) Labor Day (first Monday of September)
(7) Veteran's Day
(8) Thanksgiving Day
(9) Day after Thanksgiving Day
(10) December Twenty-fourth (24th)
(11) December Twenty-fifth (25th)
(12) December Thirty-first (31st)

Employees must be in a paid status on the workday immediately preceding and following a holiday to be eligible for holiday pay.

i. **Executive Management and Management Confidential**
Employees shall be eligible to take authorized holidays off with pay or receive an in-lieu day off with pay when required to work, as approved in advance by the Department Head.

ii. **Confidential Employees**

Employees shall be eligible to take authorized holidays off with pay. If a holiday falls on an employee's regularly scheduled day off, the employee shall receive an in-lieu day off, not to exceed eight (8) hours of pay, in the same or next pay period.

4. INSURANCES AND HEALTH CARE

a. HEALTH CARE BENEFITS

The City shall provide a monthly contribution toward health, dental, and vision premiums in the amount of one thousand nine hundred fifty dollars ($1,950) per eligible employee. This amount shall be prorated for employees scheduled to work less than full-time.

Any unused portion of the City's contribution shall be paid to the employee as taxable income.

b. LIFE INSURANCE

i. **Management Confidential and Confidential Employees**
Eligible employees shall receive basic life insurance coverage in the amount of one hundred fifty thousand dollars ($150,000), and dependent life insurance coverage in the amount of one thousand dollars ($1,000), under the City's Life Insurance Program. The City shall pay the full cost of this coverage. Eligible employees may purchase additional or supplemental life insurance coverage at their own expense.

ii. **Executive Management Employees**
Eligible executive management employees shall receive basic term life insurance coverage in the amount of one hundred seventy-five thousand dollars ($175,000), and dependent life insurance coverage in the amount of one thousand dollars ($1,000), under the City's Life Insurance Program. The City shall pay the full cost of this coverage. Eligible employees may purchase additional or supplemental life insurance coverage at their own expense.

c. LONG TERM DISABILITY INSURANCE (LTD)

The City shall provide a Long-Term Disability Insurance program and shall pay the full cost of premiums. The plan shall provide a monthly benefit equal to sixty percent (60%) of base monthly earnings, up to a maximum benefit of six thousand dollars ($6,000) per month.

d. RETIREE HEALTH BENEFIT

Eligibility

i. Executive management, management confidential, and confidential employees who currently qualify for a retiree health benefit will have their retiree health benefit calculated based on the following table:

CALPERS Years of Service	City's Contribution
10	$1,462.50
15	$1,560.00
20	$1,755.00
25+	$1,950.00

Benefit

The reimbursement amount shall be limited to the actual cost of medical insurance for the retiree and eligible dependents and shall not exceed the maximum amount for which the retiree qualifies based on years of service.

Upon the retiree's eligibility for Medicare, the City will reimburse an amount including the cost of Medicare Parts A and B, if the employee is required to obtain such parts to secure medical coverage. The total amount of the reimbursement will not exceed the retiree's maximum benefit amount.

The employee must have retired within 120 days of their last day of employment with the City of Livermore. If both husband and wife are in the same bargaining unit and both eligible for the retiree health benefit, both must be retired before they would be eligible for the retiree health benefit. The 120 day retirement requirement will apply when the second spouse retires. When both are retired, each will be eligible for the benefit amount. If the retirees divorce, each will continue to receive a benefit.

The employee must have obtained a minimum of ten (10) years of service credit working for a CalPERS covered employer, which includes a minimum of five (5) years of full-time employment or equivalent with the City of Livermore. The total years of service working for a CalPERS covered employer will be validated by PERS and/or the employee's former employers at the time of retirement.

A surviving spouse of a deceased retiree will be eligible to receive reimbursement in an amount equal to 50% of the reimbursement amount in effect at the time of death of the retiree. The surviving spouse must have been married to the retiree at the time of retirement. Eligibility for this benefit will cease upon remarriage or death of the spouse.

e. RETIREE HEALTH SAVINGS (RHS)

i. **Management Confidential and Confidential Employees**

Employees hired into Management Confidential or Confidential positions on or after February 1, 2006, or elected to opt out of the Retiree Health Benefit, shall be enrolled in a Retirement Health Savings (RHS) plan administered by a third-party administrator selected by the City. The City shall contribute four percent (4%) of the employee's base salary to the employee's RHS account.

ii. **Executive Management Employees**
Employees hired into Executive Management positions on or after August 1, 2014, shall be enrolled in the RHS plan. The City shall contribute four percent (4%) of the employee's base salary to the employee's RHS account.

5. RETIREMENT

The City of Livermore participates in the California Public Employees' Retirement System (CalPERS) for employee retirement benefits.

i. **Executive Management (minus Police Chief), Management Confidential, and Confidential Employees**

Employees hired prior to December 30, 2012 are enrolled in the 2.7% @ 55 formula with a one-year final compensation and shall pay the full eight percent (8%) employee contribution.

New employees are enrolled in the 2% @ 60 or 2% @ 62 formula depending on eligibility, as per AB 340.

Effective December 30, 2012, newly hired employees who qualify as classic CalPERS members, shall be covered by the 2% at 60 retirement formula with three-year final compensation and shall pay the full seven percent (7%) employee contribution.

Effective January 1, 2013. employees who are new members to CalPERS, as defined by the Public Employees' Pension Reform Act (PEPRA), shall be covered by the 2% at 62 retirement formula with three-year final compensation. Such employees shall pay the employee contribution required under PEPRA, which is currently seven and a half percent (7.5%) which is equal to fifty percent (50%) of the normal cost of the plan.

The following benefits shall apply to all CalPERS tiers: sick leave credit, Fourth Level 1959 Survivor Benefit, and military service credit.

ii. **Police Chief**

Employees hired prior to December 30, 2012 are enrolled in the 3% @ 50 formula with a one-year final compensation and shall pay the full nine percent (9%) employee contribution.

New employees are enrolled in the 3% @ 55 or 2.7% @ 57 formula depending on eligibility, as per AB 340.

Effective December 30, 2012, newly hired employees who qualify as classic CalPERS members, shall be covered by the 3% at 55 retirement formula with three-year final compensation and shall pay the nine percent (9%) employee contribution.

Effective January 1, 2013. employees who are new members to CalPERS, as defined by the Public Employees' Pension Reform Act (PEPRA), shall be covered by the 2.7% at 57 retirement formula with three-year final compensation. Such employees shall pay the employee contribution required under PEPRA, which is currently thirteen and three quarters percent (13.75%) which is equal to fifty percent (50%) of the normal cost of the plan.

The following benefits shall apply to all CalPERS tiers: sick leave credit, Fourth Level 1959 Survivor Benefit, and military service credit.

6. PART-TIME EMPLOYEES

Part-time employees shall be eligible for benefits provided under this Plan on a prorated basis, based on their status as a three-quarter or half time budget allocation.

7. MISCELLANEOUS

The City of Livermore Personnel Rules and Regulations and policies established by the City Manager will govern all working conditions not addressed in this plan.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 12.1**

DATE: July 13, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Supplemental materials received prior to the meeting.

RECOMMENDED ACTION

SUMMARY

These materials were posted online and made available to the public at the same time that they were distributed to the City Council.

6.2	Introduction of an omnibus ordinance making administrative, technical, and other non-substantive changes to various sections of the Livermore Municipal Code. Materials: Memo, Updated Ordinance - Redlined, Updated Ordinance
7.1	Public hearing - Authorization to negotiate a Development Agreement with Gillig to facilitate campus expansion. Material: PowerPoint Presentation
8.1	Resolution approving the Executive Management, Management Confidential, and Confidential Compensation Plan effective July 1, 2025. Materials: Memo, Revised Exhibit A – Compensation Plan - Redlined, Revised Exhibit A - Compensation Plan, PowerPoint Presentation
10.0	Council Committee Reports and Matters Initiated by City Manager, City Attorney, Staff, and Council Members. Material: Council Reports

DISCUSSION

ATTACHMENTS

1. Supplemental Materials

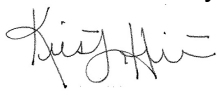
Prepared by: Helena Graves
Acting City Clerk

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Kristen Hilton
Acting Administrative Services Director

CITY OF LIVERMORE CALIFORNIA

INTEROFFICE MEMORANDUM

Date: July 13, 2026

To: Honorable Mayor and City Council

From: Kimberly Cilley
City Attorney

Subject: Item #6.2 – Omnibus Ordinance Supplemental

Section 3 subsection F of the omnibus ordinance has been updated to improve consistency of the amended language across Chapter 5.50 *Tobacco Retail Licensing*.

All other sections remain as published.

ATTACHMENTS

6.2 Supplemental Omnibus Ordinance 2026.07.13 – Final
6.2 Supplemental Omnibus Ordinance 2026.07.13 – Redline

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN OMNIBUS ORDINANCE AMENDING THE LIVERMORE MUNICIPAL CODE TO CORRECT GRAMMATICAL ERRORS, CLARIFY LANGUAGE, CONFORM CODES TO ADMINISTRATIVE PRACTICES AND FACTS, AND TO MAKE OTHER ADMINISTRATIVE, TECHNICAL, AND NON-SUBSTANTIVE AMENDMENTS

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

Section 1. *Purpose*. This omnibus ordinance amending the Livermore municipal code to correct grammatical errors, clarify language, conform codes to administrative practices and facts, and to make other administrative, technical, and non-substantive amendments.

Section 2. *Instruction to Publisher*. The code amendments made by this ordinance are reflected as follows: Deletions are reflected in this ordinance using a strikethrough, and new language is underlined. However, language with a strikethrough, and the underlines, will not be codified. The codification of this ordinance will only reflect the final language.

Section 3. *Amendment – Municipal Code*. The Livermore Municipal Code is hereby amended as follows:

A. Section 2.06.010 *Regular meetings – When and where held* is hereby amended to read as follows to correct the location of council meetings and make a grammatical change:

> "All regular meetings of the City Council shall be held on the second and fourth Mondays of every month in the City Council ~~c~~Chambers~~s~~ located at ~~3575 Pacific Avenue~~ 1016 S. Livermore Avenue, Livermore, California."

B. The following sections in Chapter 2.08 *City Manager* are amended as follows to replace gender specific references from "he" to "her" or "City Manager" and to clarify City Manager contract signing authority consistent with state law and City practice:

2.08.010 "The office of City Manager is created and established. The City Manager shall be appointed by the City Council wholly on the basis of his or her administrative and executive ability and qualifications, and shall hold office for and during the pleasure of the City Council."

2.08.060 "The City Manager shall be the administrative head of the government of the City, under the direction and control of the City Council, except as otherwise provided in this code. ~~He~~ The City Manager shall be responsible for the efficient administration of all the affairs of the City which are under his

or her control. In addition to ~~his~~ the City Manager's general powers as administrative head, and not as a limitation thereon, it shall be his or her duty and he or she shall have the power:

A. Enforcement of Laws. To enforce all laws and ordinances of the City, and to see that all franchises, contracts, permits and privileges granted by the City Council are faithfully observed;

B. Authority Over Employees. To control, order and give directions to all heads of departments and to subordinate officers and employees of the City under his or her jurisdiction, except the City Attorney and city treasurer, through their department heads;

C. Appointment and Removal of Officers and Employees. To appoint and, when necessary for the good of the service, remove any employee of the City, except the City Attorney, the City Attorney's staff and the city treasurer;

D. Reorganization of Offices. To recommend to the City Council such reorganization of offices, positions, departments or units under his or her direction, as may be indicated in the interest of efficient, effective and economical conduct of the City's business;

E. Recommend Ordinances. To recommend to the City Council for adoption such measures and ordinances as he or she deems necessary or expedient;

F. Attendance at Council Meetings. To attend all meetings of the City Council unless excused therefrom, except when his or her removal is under consideration;

G. Financial Reports. To keep the City Council at all times fully advised as to the financial conditions and needs of the City;

H. Preparation of Budget. To prepare and submit the proposed annual budget and the proposed annual salary plan to the City Council for its approval;

I. Purchase of Supplies. To purchase all supplies for all of the departments or divisions of the City. No expenditures shall be submitted or recommended to the City Council except on report and approval of the City Manager;

J. Investigation of City Affairs. To make investigations into the affairs of the City and any department or division thereof, and

any contract, or the proper performance of any obligations of the City;

K. Investigate Complaints Concerning Public Utilities, Franchises. To investigate all complaints in relation to matters concerning the administration of the City government, and in regard to the service maintained by public utilities in the City, and to see that all franchises and permits granted by the City are faithfully performed and observed;

L. Supervision of Public Buildings and Parks. To exercise general supervision over all public buildings, public parks, and all other public property which is under the control and jurisdiction of the City Council;

M. Hours of Employment. To devote his or her entire time to the duties of his or her office in the interests of the City;

N. Execute Specified Documents. To execute any document specified in Government Code Section 40602 whenever the City Council has delegated such authority by resolution, motion, minute order, or other appropriate council action. The authority granted by this section is in addition to and not a limitation on authority granted by other provisions of this code and City ordinances.

~~N~~ O. Additional Duties. To perform such other duties and exercise such other powers as may be delegated to him or her from time to time by ordinance or resolution or other action of the City Council."

C. Subsection 6 of Subsection H of Section 2.28.020 *Powers and duties* is hereby amended to read as follows to clarify duties of the administrative services department consistent with City practice:

"Prescribe and maintain forms and systems necessary to the operation of Chapter 2.68 LMC and other rules and regulations; and"

D. Subsection C of Section 2.68.140 *Purchasing oversight* is hereby amended to read as follows to clarify duties of the Administrative Services Director consistent with City practice:

"C. Prescribing and maintaining such forms and systems as are reasonably necessary to the operation of this chapter and the purchasing policy;"

E. Section 2.72.070 *Leasing of city property at the airport* is hereby amended to read as follows to reflect the change in organization structure moving airport from public works to innovation & economic development by updating which division director is authorized to enter into specific leases at the airport:

"The ~~Public Works~~ Innovation & Economic Development Director is authorized to enter into and sign month-to-month aircraft tie-down and hangar lease agreements and five-year medium-term lease agreements with one five-year option for large hangars for and on behalf of the City, without prior approval of the City Council. The authority contained in this section may be delegated by the ~~Public Works~~ Innovation & Economic Development Director to the airport manager."

F. The following sections in Chapter 5.50 *Tobacco Retail Licensing* are amended as follows to align language used with the language used by the United States Food and Drug Administration:

5.50.020 D. "**"Electronic smoking device"** means any device or delivery system that can be used to deliver nicotine in aerosolized or vaporized form to a person, as well as any component, part, or accessory for the device that is used during its operation. "Electronic smoking device" includes electronic cigarettes as defined in Section 30121 of the California Revenue and Taxation Code, and any other device manufactured, distributed, marketed, or sold as an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor, that can be used to deliver nicotine in aerosolized or vaporized form to a person. "Electronic smoking device" does not include any product that has been ~~approved~~ authorized by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where that product is marketed and sold solely for such ~~approved~~ authorized use."

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I. **"New FDA ~~approved~~ authorized tobacco product"** means a new tobacco product as defined in 21 U.S.C. Section 387j(a)(1) of the Family Smoking Prevention and Tobacco Control Act of 2009 when that product requires premarket review by the United States Food and Drug Administration and that product has obtained a premarket review order under 21 U.S.C. Section 387j(c)(1)(A)(i), as those statutes may be amended from time to time."

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L. "**"Tobacco product**" means any product containing, made from, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff; any electronic smoking device; any electronic smoking device fluid; and any component, part, or accessory of a tobacco product, whether or not sold separately. "Tobacco product"

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does not include any product that has been ~~approved~~ authorized by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where that product is marketed and sold solely for such ~~approved~~ authorized use. Examples of the products ~~approved~~ authorized by the United States Food and Drug Administration for the cessation of smoking include skin patches, lozenges, gum, and prescription medications. Also, "tobacco product" does not include any drugs, devices, or combination products authorized for sale by the United States Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act, provided the drug, device, or combination product is not otherwise prohibited by this chapter as a flavored tobacco product."

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5.50.100 B. "The sale, offer for sale, exchange, or offer to exchange of any electronic smoking device is prohibited, except where the electronic smoking device is a new FDA ~~approved~~ authorized tobacco product."

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~~5.50.100~~ "C. "The sale, offer for sale, exchange, or offer to exchange of any electronic smoking device fluid is prohibited, except where the electronic smoking device fluid is ~~a~~n new FDA ~~approved~~ authorized tobacco product that is not otherwise prohibited by this chapter as a flavored tobacco product."

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G. Subsection B of Section 11.08.070 *Hangars* is hereby amended to read as follows to align with the City's payment processing technology policy, as updated from time to time:

> "Hangar rent payments will only be accepted from the tenant whose name appears on the hangar lease agreement and shall be made by cash, check, cashier's check, ~~or~~ money order, credit card, digital wallet, or other form of payment deemed acceptable by the Administrative Services Director."

H. Section 15.14.160 *CRC Section R403.1.3 amended – Footing and steam wall reinforcing in Seismic Design Categories D0, D1, D2* is amended to read as follows to correct typographical errors:

> "R403.1.3 Seismic Reinforcing. Concrete footings located in Seismic Design Categories D0, ~~0~~D1 and ~~0~~D2, as established in Table R301.2, shall have minimum reinforcement of at least two continuous longitudinal reinforcing bars not smaller than No. 4 bars. Bottom reinforcement shall be located a minimum of 3 inches (76 mm) clear from the bottom of the footing.
>
> In Seismic Design Categories D0, D1 and D2 where a grouted masonry stem wall is supported on a concrete footing and stem wall, a minimum of one No. 4 bar shall be installed at not more than 4 feet (1219 mm) on center.

The vertical bar shall extend to 3 inches (76 mm) clear of the bottom of the footing and have a standard hook.

In Seismic Design Categories D0, D1 and D2 masonry stem walls without solid grout and vertical reinforcing are not permitted."

Section 5. *Environmental*. The passage of this ordinance is not a project according to the definition in the California Environmental Quality Act and, therefore, is not subject to the provisions requiring environmental review.

Section 6. *Severability*. If any part of this ordinance is declared invalid by a court, such invalidity shall not affect any of the remaining parts.

Section 7. *Publication*. This ordinance shall be published once in a newspaper of general circulation of the city of Livermore within fifteen days after its adoption.

Section 8. *Effective date*. This Ordinance shall take effect 30 days after its adoption.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on July 13, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

The ordinance was adopted at the regular meeting of the City Council held on _____, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor, City of Livermore

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Daniel R. Gonzales
Daniel R. Gonzales
Deputy City Attorney

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN OMNIBUS ORDINANCE AMENDING THE LIVERMORE MUNICIPAL CODE TO CORRECT GRAMMATICAL ERRORS, CLARIFY LANGUAGE, CONFORM CODES TO ADMINISTRATIVE PRACTICES AND FACTS, AND TO MAKE OTHER ADMINISTRATIVE, TECHNICAL, AND NON-SUBSTANTIVE AMENDMENTS

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

Section 1. *Purpose.* This omnibus ordinance amending the Livermore municipal code to correct grammatical errors, clarify language, conform codes to administrative practices and facts, and to make other administrative, technical, and non-substantive amendments.

Section 2. *Instruction to Publisher.* The code amendments made by this ordinance are reflected as follows: Deletions are reflected in this ordinance using a strikethrough, and new language is underlined. However, language with a strikethrough, and the underlines, will not be codified. The codification of this ordinance will only reflect the final language.

Section 3. *Amendment – Municipal Code.* The Livermore Municipal Code is hereby amended as follows:

A. Section 2.06.010 *Regular meetings – When and where held* is hereby amended to read as follows to correct the location of council meetings and make a grammatical change:

> "All regular meetings of the City Council shall be held on the second and fourth Mondays of every month in the City Council ~~c~~Chambers~~s~~ located at ~~3575 Pacific Avenue~~ 1016 S. Livermore Avenue, Livermore, California."

B. The following sections in Chapter 2.08 *City Manager* are amended as follows to replace gender specific references from "he" to "her" or "City Manager" and to clarify City Manager contract signing authority consistent with state law and City practice:

2.08.010 "The office of City Manager is created and established. The City Manager shall be appointed by the City Council wholly on the basis of his or her administrative and executive ability and qualifications, and shall hold office for and during the pleasure of the City Council."

2.08.060 "The City Manager shall be the administrative head of the government of the City, under the direction and control of the City Council, except as otherwise provided in this code. ~~He~~ The City Manager shall be responsible for the efficient administration of all the affairs of the City which are under his

or her control. In addition to ~~his~~ the City Manager's general powers as administrative head, and not as a limitation thereon, it shall be his or her duty and he or she shall have the power:

A. Enforcement of Laws. To enforce all laws and ordinances of the City, and to see that all franchises, contracts, permits and privileges granted by the City Council are faithfully observed;

B. Authority Over Employees. To control, order and give directions to all heads of departments and to subordinate officers and employees of the City under his or her jurisdiction, except the City Attorney and city treasurer, through their department heads;

C. Appointment and Removal of Officers and Employees. To appoint and, when necessary for the good of the service, remove any employee of the City, except the City Attorney, the City Attorney's staff and the city treasurer;

D. Reorganization of Offices. To recommend to the City Council such reorganization of offices, positions, departments or units under his or her direction, as may be indicated in the interest of efficient, effective and economical conduct of the City's business;

E. Recommend Ordinances. To recommend to the City Council for adoption such measures and ordinances as he or she deems necessary or expedient;

F. Attendance at Council Meetings. To attend all meetings of the City Council unless excused therefrom, except when his or her removal is under consideration;

G. Financial Reports. To keep the City Council at all times fully advised as to the financial conditions and needs of the City;

H. Preparation of Budget. To prepare and submit the proposed annual budget and the proposed annual salary plan to the City Council for its approval;

I. Purchase of Supplies. To purchase all supplies for all of the departments or divisions of the City. No expenditures shall be submitted or recommended to the City Council except on report and approval of the City Manager;

J. Investigation of City Affairs. To make investigations into the affairs of the City and any department or division thereof, and

any contract, or the proper performance of any obligations of the City;

K. Investigate Complaints Concerning Public Utilities, Franchises. To investigate all complaints in relation to matters concerning the administration of the City government, and in regard to the service maintained by public utilities in the City, and to see that all franchises and permits granted by the City are faithfully performed and observed;

L. Supervision of Public Buildings and Parks. To exercise general supervision over all public buildings, public parks, and all other public property which is under the control and jurisdiction of the City Council;

M. Hours of Employment. To devote his or her entire time to the duties of his or her office in the interests of the City;

N. Execute Specified Documents. To execute any document specified in Government Code Section 40602 whenever the City Council has delegated such authority by resolution, motion, minute order, or other appropriate council action. The authority granted by this section is in addition to and not a limitation on authority granted by other provisions of this code and City ordinances.

~~N~~ O. Additional Duties. To perform such other duties and exercise such other powers as may be delegated to him or her from time to time by ordinance or resolution or other action of the City Council."

C. Subsection 6 of Subsection H of Section 2.28.020 *Powers and duties* is hereby amended to read as follows to clarify duties of the administrative services department consistent with City practice:

"Prescribe and maintain forms and systems necessary to the operation of Chapter 2.68 LMC and other rules and regulations; and"

D. Subsection C of Section 2.68.140 *Purchasing oversight* is hereby amended to read as follows to clarify duties of the Administrative Services Director consistent with City practice:

"C. Prescribing and maintaining such forms and systems as are reasonably necessary to the operation of this chapter and the purchasing policy;"

E. Section 2.72.070 *Leasing of city property at the airport* is hereby amended to read as follows to reflect the change in organization structure moving airport from public works to innovation & economic development by updating which division director is authorized to enter into specific leases at the airport:

"The ~~Public Works~~ Innovation & Economic Development Director is authorized to enter into and sign month-to-month aircraft tie-down and hangar lease agreements and five-year medium-term lease agreements with one five-year option for large hangars for and on behalf of the City, without prior approval of the City Council. The authority contained in this section may be delegated by the ~~Public Works~~ Innovation & Economic Development Director to the airport manager."

F. The following sections in Chapter 5.50 *Tobacco Retail Licensing* are amended as follows to align language used with the language used by the United States Food and Drug Administration:

5.50.020 D. "**"Electronic smoking device"** means any device or delivery system that can be used to deliver nicotine in aerosolized or vaporized form to a person, as well as any component, part, or accessory for the device that is used during its operation. "Electronic smoking device" includes electronic cigarettes as defined in Section 30121 of the California Revenue and Taxation Code, and any other device manufactured, distributed, marketed, or sold as an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor, that can be used to deliver nicotine in aerosolized or vaporized form to a person. "Electronic smoking device" does not include any product that has been ~~approved~~ authorized by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where that product is marketed and sold solely for such ~~approved~~ authorized use."

I. "**"New FDA ~~approved~~ authorized tobacco product"** means a new tobacco product as defined in 21 U.S.C. Section 387j(a)(1) of the Family Smoking Prevention and Tobacco Control Act of 2009 when that product requires premarket review by the United States Food and Drug Administration and that product has obtained a premarket review order under 21 U.S.C. Section 387j(c)(1)(A)(i), as those statutes may be amended from time to time."

L. "**"Tobacco product**" means any product containing, made from, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff; any electronic smoking device; any electronic smoking device fluid; and any component, part, or accessory of a tobacco product, whether or not sold separately. "Tobacco product"

does not include any product that has been ~~approved~~ authorized by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where that product is marketed and sold solely for such ~~approved~~ authorized use. Examples of the products ~~approved~~ authorized by the United States Food and Drug Administration for the cessation of smoking include skin patches, lozenges, gum, and prescription medications. Also, "tobacco product" does not include any drugs, devices, or combination products authorized for sale by the United States Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act, provided the drug, device, or combination product is not otherwise prohibited by this chapter as a flavored tobacco product."

5.50.100 B. "The sale, offer for sale, exchange, or offer to exchange of any electronic smoking device is prohibited, except where the electronic smoking device is a new FDA ~~approved~~ authorized tobacco product."

C. "The sale, offer for sale, exchange, or offer to exchange of any electronic smoking device fluid is prohibited, except where the electronic smoking device fluid is a~~n~~ new FDA ~~approved~~ authorized tobacco product that is not otherwise prohibited by this chapter as a flavored tobacco product."

G. Subsection B of Section 11.08.070 *Hangars* is hereby amended to read as follows to align with the City's payment processing technology policy, as updated from time to time:

"Hangar rent payments will only be accepted from the tenant whose name appears on the hangar lease agreement and shall be made by cash, check, cashier's check, ~~or~~ money order, credit card, digital wallet, or other form of payment deemed acceptable by the Administrative Services Director."

H. Section 15.14.160 *CRC Section R403.1.3 amended – Footing and steam wall reinforcing in Seismic Design Categories D0, D1, D2* is amended to read as follows to correct typographical errors:

"R403.1.3 Seismic Reinforcing. Concrete footings located in Seismic Design Categories D0, ~~0~~D1 and ~~0~~D2, as established in Table R301.2, shall have minimum reinforcement of at least two continuous longitudinal reinforcing bars not smaller than No. 4 bars. Bottom reinforcement shall be located a minimum of 3 inches (76 mm) clear from the bottom of the footing.

In Seismic Design Categories D0, D1 and D2 where a grouted masonry stem wall is supported on a concrete footing and stem wall, a minimum of one No. 4 bar shall be installed at not more than 4 feet (1219 mm) on center.

The vertical bar shall extend to 3 inches (76 mm) clear of the bottom of the footing and have a standard hook.

In Seismic Design Categories D0, D1 and D2 masonry stem walls without solid grout and vertical reinforcing are not permitted."

Section 5. *Environmental.* The passage of this ordinance is not a project according to the definition in the California Environmental Quality Act and, therefore, is not subject to the provisions requiring environmental review.

Section 6. *Severability*. If any part of this ordinance is declared invalid by a court, such invalidity shall not affect any of the remaining parts.

Section 7. *Publication.* This ordinance shall be published once in a newspaper of general circulation of the city of Livermore within fifteen days after its adoption.

Section 8. *Effective date*. This Ordinance shall take effect 30 days after its adoption.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on July 13, 2026, by the following vote:

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NOES:
ABSENT:
ABSTAIN:

The ordinance was adopted at the regular meeting of the City Council held on _____, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor, City of Livermore

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Daniel R. Gonzales
Daniel R. Gonzales
Deputy City Attorney



Gillig Campus Expansion and Authorization to Negotiate

City Council Meeting
7/13/26

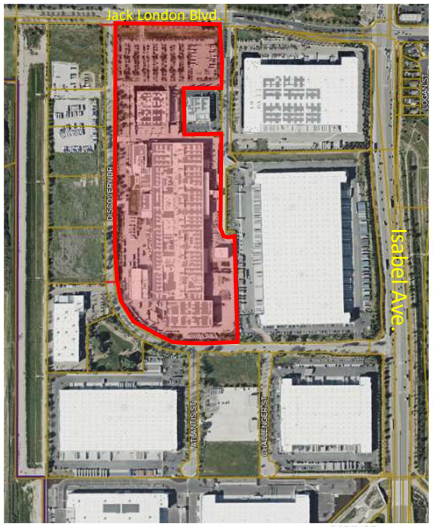
Jake Potter – Economic Development Manager

CITY OF LIVERMORE

1

Background

- **Gillig**
  - Bus manufacturer
  - ~40 acres
  - ~600,000 sf
  - Top tax generator

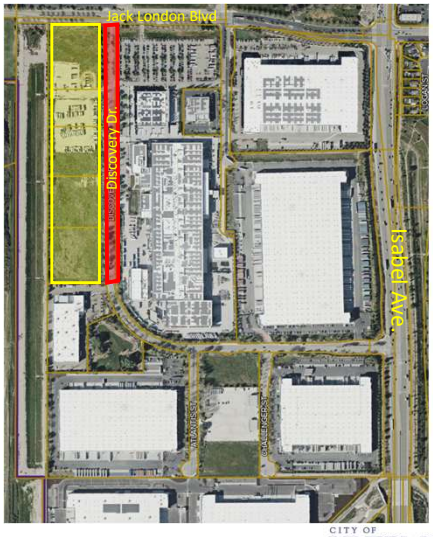


CITY OF LIVERMORE

2

Background

- **Gillig**
  - Bus manufacturer
  - ~40 acres
  - ~600,000 sf
  - Top tax generator
- **Campus Expansion**
  - ~17 acres
  - Office: 80,000 – 110,000 sf
  - Warehouse: ~80,000 sf
  - Future private ZEV infrastructure
  - ~$450,000 annual tax revenue
  - ~240 new jobs
  - Requested Street Privatization



CITY OF LIVERMORE

3

Development Agreement

- **Process and Findings**
  - Gillig application submittal complete
  - Would establish deal framework
  - Required Steps:
    - Council authorization to negotiate
    - Planning Commission Recommendation
    - Final Adoption Hearing
  - Requires findings of GP consistency and public benefit

CITY OF LIVERMORE

4

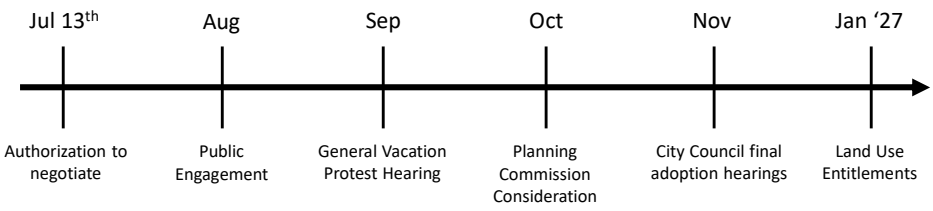
Development Agreement

- **Authorization to Negotiate**
  - Begins formal Development Agreement process
  - Areas of negotiation include:
    - Street closure and reversion;
    - Campus expansion and relocation of Gillig operations to Livermore;
    - Right-of-way dedication and trail construction
  - Does not approve DA or campus expansion

CITY OF LIVERMORE CALIFORNIA

5

Next Steps



CITY OF LIVERMORE CALIFORNIA

6

Recommendation

Authorization of Development Agreement negotiation is not a project under CEQA Section 21065.

Staff recommends the City Council adopt a Resolution authorizing staff to negotiate a Development Agreement with Gillig that includes the following principal terms:

1. Street closure and reversion;
2. Campus expansion and relocation of Gillig operations to Livermore; and
3. Right-of-way dedication and trail construction.

CITY OF LIVERMORE CALIFORNIA

7

LIVERMORE
CALIFORNIA

INTEROFFICE MEMORANDUM

Date: July 8, 2026

To: Honorable Mayor and City Council

From: Kristen Hilton, Acting Administrative Service Director

Subject: Supplemental Information for Council Item 8.1 - Resolution approving the Executive Management, Management Confidential, and Confidential Compensation Plan effective July 1, 2025.

Following publication of this agenda item, staff identified the following revisions to Exhibit A:

1. The cover page of Exhibit A was inadvertently omitted from the published agenda packet and has been included with this supplemental memorandum.
2. A sentence has been added to 2(c) to provide additional clarification.
3. Attachment A, which identifies the employee classifications covered by the plan, was inadvertently omitted from the published agenda packets and has been included with this supplemental memorandum.

All other items remain as published.

ATTACHMENTS

1. Exhibit A – Compensation Plan - Redlined
2. Exhibit A – Compensation Plan

LIVERMORE
CALIFORNIA

Executive Management, Management Confidential, and Confidential Employee Compensation Plan

Effective: July 1, 2025

1. INTRODUCTION

a. PURPOSE

This Compensation Plan ("Plan") establishes the salaries, benefits, and other terms and conditions of employment for executive management, management confidential, and confidential employees of the City of Livermore.

b. AUTHORITY

This Plan is adopted by resolution of the City Council and shall remain in effect until amended or repealed by the City Council. The City Manager or their designee is authorized to administer, implement, and interpret the provisions of this Plan.

c. SCOPE

The provisions of this Plan apply to all positions designated as executive management, management confidential, or confidential as identified in attachment A. Employees covered by this Plan are not represented by a recognized employee organization.

2. SALARIES AND OTHER COMPENSATION

a. SALARIES

i. Management Confidential and Confidential Employees

Salary increases for classifications designated as management confidential and confidential shall be consistent with those provided to the Livermore Management Group (LMG) and shall be implemented on the same effective dates as LMG.

- Effective for the pay period beginning July 14, 2025, salaries for management confidential and confidential employees will reflect an increase of five percent (5%).
- Subsequent years will include the following increases to base salary:
  - Effective July 13, 2026 – 3%
  - Effective July 12, 2027 – 3%
  - Effective July 10, 2028 – 3%
- In recognition of rising medical costs, the City will increase base salaries as follows:
  - Effective July 14, 2025 – 1%
  - Effective July 13, 2026 – 1%

ii. Executive Management Employees

Salary increases for classifications designated as executive management shall be consistent with those provided to LMG; however, such increases shall be effective the second pay period in November, unless otherwise approved by the City Council.

- Effective for the pay period beginning November 17, 2025, salaries for executive management classifications will reflect an increase of five percent (5%).
- Subsequent years will include the following increases to base salary:
  - Effective November 16, 2026 – 3%
  - Effective November 15, 2027 – 3%
  - Effective November 13, 2028 – 3%
- In recognition of rising medical costs, the City will increase base salaries as follows:
  - Effective November 17, 2025 – 1%
  - Effective November 16, 2026 – 1%

iii. **Police Chief**

The Police Chief shall receive salary increases consistent with those provided to the Police Management Unit and shall be eligible for medical benefits consistent with those provided to executive management employees. Additional benefits specific to the Police Chief are identified only where expressly noted in this Plan.

- Effective July 14, 2025, the salary for the Police Chief will reflect an increase of five percent (5%) and an internal equity adjustment of five percent (5%).
- Subsequent years will include the following increases to base salary:
  - Effective July 13, 2026 – 3%
  - Effective July 12, 2027 – 3%
  - Effective July 10, 2028 – 3%
- Subsequent years will include the following internal equity adjustments:
  - Effective July 13, 2026 – 2%
  - Effective July 12, 2027 – 1%
- In recognition of rising medical costs, the City will increase the Police Chief's base salary as follows:
  - Effective July 14, 2025 – 1%
  - Effective July 13, 2026 – 1%

b. OVERTIME COMPENSATION

For classifications deemed to be FLSA non-exempt employees, overtime will be paid in accordance with the Fair Labor Standards Act (FLSA).

c. SUPERVISORY DIFFERENTIAL PAY

It shall be the policy of the City to recognize supervisory responsibilities of management employees by providing a differential in base salary between the supervising management employee and the subordinate employee(s). The amount of differential

shall be based on the actual dollars of the subordinate employee's base salary, not on salary ranges. The minimum amount of differential to be paid to the management employee shall be:

- 10% above a non-management subordinate
- 7.5% above a management subordinate

Procedures and Conditions
The differential shall apply only when there is a direct and immediate departmental supervisory relationship. The City Manager shall be the final decision maker of the supervisory relationship involving a department head. For all determinations within a department not involving a department head, the department head shall make a recommendation to the City Manager of the nature of the supervisory relationship and the City Manager shall be the final decision maker of the supervisory relationship.

Approval
Differential adjustments shall not be made without the City Manager's approval.

Determination of Amount
The amount of differential shall be based on the actual dollars of the subordinate employee's base salary, not on the salary range.

Effective Date of Adjustment
The differential adjustment in the supervisor's salary shall be effective on the first day of the pay period concurrent with or immediately following the effective date of the subordinate employee's increase in base salary.

Multiple Position Supervisory Classification
If a supervisory classification has more than one allocated position and more than one rate of base salary for incumbent employees due to time in class or other reason, the supervisory differential adjustment shall be determined solely on the basis of the individual difference between subordinate and supervisor base salaries meaning that each supervisor's differential shall be calculated independently based on their own base salary and that of their subordinates.

Temporary Assignments
Temporary or acting assignments will be considered as separate actions and shall not be cause for differential adjustments based upon supervisor relationships.

Probationary Employee
Probationary status shall not disqualify an otherwise eligible employee from receiving the supervisory differential.

d. ACTING PAY

An employee assigned to perform substantially the duties of a higher job classification as determined by the department head (or the City Manager, in the absence of the department head) for at least five (5) consecutive workdays, shall receive acting pay.

An employee shall be paid the starting rate of the salary established for the salary range of the temporary assignment. An exception to this will be made if this salary rate is less than 5% over the employee's current base salary rate. In that circumstance, the employee will receive the amount within the range that represents a 5% increase over the employee's current base salary rate.

An employee whose acting assignment is expected to exceed 30 calendar days, due to a vacancy or coverage for an extended leave of absence, and whose assignment includes a high degree of complexity and/or increased level of supervisory responsibilities, as determined by the department head, may be eligible to receive up to 7.5% over the employee's base salary, subject to the approval of the Administrative Services Director.

If the acting assignment requires supervision, the employee will receive no less than 2.5% over the highest compensated employee supervised. In no event shall the rate exceed the top of the range of the assigned classification.

If an employee is assigned to an acting assignment for 12 months, the department head or City Manager may provide an additional increase of up to 7% or the maximum of the range, whichever is less.

e. SPECIAL PROJECTS PAY

Eligibility. An employee assigned to perform management duties by the department head to facilitate the completion of a project requiring skills and knowledge greater than those of the employee’s normal duties for a period of at least 30 calendar days, shall receive Special Projects Pay.

Rate of Pay. An employee who qualifies for Special Project Pay described in “Eligibility” shall be paid 5%-7% over the employee’s current salary as determined by the City Manager. An exception will be made if the project includes full supervision of other employees. In such a situation, the employee will be paid the 5%-7%, referenced above plus an additional percentage as necessary to ensure that the Special Projects Pay reflects a differential of 2.5% over the highest compensated position supervised. In an employee performs in a special project assignment for 12 months, the City Manager

may provide an additional increase of up to 7% effective the beginning of the 13th month.

f. BILINGUAL PAY

Employees who utilize a qualifying language in the performance of their assigned duties, demonstrate competency through testing, are certified by their department head, and approved by the Administrative Services Director, shall receive bilingual pay of sixty dollars ($60.00) per pay period. Bilingual pay shall commence with the first pay period following certification and shall continue for as long as the employee remains certified.

Bilingual pay shall apply to the following languages: Spanish, Vietnamese, Arabic, Farsi, Mandarin, Cantonese, Cambodian, Sign Language, and other languages as determined by the Administrative Services Director.

Employees receiving bilingual pay shall be subject to periodic recertification through the City's current procedure, as a condition of continued eligibility.

g. TUITION REIMBURSMENT

Employees are eligible to participate in the tuition reimbursement plan detailed in Administrative Regulation #14. Reimbursement shall be paid at a rate of 75% of verified costs for books and tuition with a limit of $4000/fiscal year for undergraduate program, maximum lifetime of $16,000 and $5000/fiscal year for a graduate program with a maximum lifetime of $10,000.

h. LICENSES AND CERTIFICATIONS

Licenses and Certifications: The City will reimburse employees for the cost of state or other licensing or certification when such licensing or certification is verified by the department head as a requirement for the job. If an employee fails a test required to gain certification, the City will not pay for costs associated specifically with the retesting portion of the certification fee. Should an employee leave the employment of the City of Livermore, he/she shall proportionately reimburse the City for any time remaining in the certification period.

Regulations and procedures covering course work for certifications are covered in the Administrative Regulation #14, "Tuition Reimbursement" except as follows - reimbursement for course work required to maintain a required license or certification will be made at the rate of 100% upon verification by the department head that the course work is required to maintain certification.

Professional Memberships: Professional memberships required as part of the employee's professional licensure or certification as verified by the department head

shall be reimbursed at 100%. City reimbursement for professional memberships not so required will be considered as part of the budgetary process, subject to the City Manager's determination.

i. DEFFERED COMPENSATION

i. **Deferred Compensation 457 Plan**
Employees shall be able to participate in the deferred compensation program that the City may establish, administer, revise, sponsor, or make available to eligible employees. The City will contribute $185 per pay period with a required matching employee contribution of $75 per pay period.

ii. **Defined Contribution 401(a) - Executive Management Employees Only**
Participation in the City's defined contribution plan is voluntary. The City shall not make employer contributions to this plan. Eligible employees must enroll within sixty (60) days of hire to participate.

Enrollment in the Plan requires an irrevocable election, in accordance with applicable law, to participate in one of the following, subject to applicable Internal Revenue Service (IRS) limits:

- Pre-Tax Salary Contribution: A contribution of zero percent (0%) to fifteen percent (15%) of base salary on a pre-tax basis; and/or
- Leave Conversion Contribution: A contribution of eligible leave balances, including vacation and administrative leave, once a year; and/or
- Vacation upon Separation: An irrevocable election for final pay contribution of accrued vacation leave only.

j. HEALTH CLUB REIMBURSEMENT

i. **Management Confidential and Confidential Employees**
The City shall reimburse employees for the cost of monthly dues charged by a health or fitness club of the employee's choice, as approved by the City Manager. Reimbursement shall not exceed one hundred dollars ($100) per month.

A health and fitness club includes exercise facilities, yoga studios, aerobic training facilities, monthly subscriptions to virtual online fitness classes and programs, martial arts studios, and similar establishments. Excluded from reimbursement are country club memberships, golf course memberships, food-based subscriptions, and other similar recreational facilities.

The determination of the Administrative Services Director regarding eligibility for reimbursement under this section shall be final and not subject to appeal.

ii. **Executive Management Employees**
Executive management employees shall be eligible for health club reimbursement in accordance with subsection (i); however, the reimbursement amount shall not exceed one hundred twenty-five dollars ($125) per month.

k. CELL PHONE

i. **Management Confidential and Confidential Employees**
Eligibility for cell phone allowance shall be determined in accordance with Administrative Regulation #36.

ii. **Executive Management Employees**
Executive management employees shall receive a cell phone allowance of ninety dollars ($90) per month.

l. CAR ALLOWANCE - EXECUTIVE MANAGEMENT ONLY
Executive management employees (excluding the Police Chief) shall receive a car allowance of three hundred and fifty dollars ($350) per month effective July 13, 2026. The Police Chief shall be assigned a City take-home vehicle in lieu of a call allowance.

m. SEVERANCE PAY – EXECUTIVE MANAGEMENT ONLY
Executive management employees shall be eligible for severance pay equal to three (3) months of salary and benefits upon termination for reasons other than cause.

n. UNIFORM ALLOWANCE – POLICE CHIEF ONLY
The Police Chief shall be eligible for a uniform allowance consistent with that provided to the Police Management Association (PMA). The uniform allowance shall be one thousand three hundred dollars ($1,300) annually and shall be paid in equal amounts for each pay period as earned.

o. POST PAY – POLICE CHIEF ONLY
The Police Chief shall be eligible for POST certification pay consistent with that provided to the Police Management Association (PMA).

- Effective July 14, 2025, a Police Chief who possesses a Regular Management Certificate issued by the California Commission on Peace Officer Standards and Training (POST) shall receive one thousand four hundred fifty dollars ($1450) per month.

  - Effective July 13, 2026, the monthly POST certification amount will increase to $1950/month.
- Effective July 14, 2025, a Police Chief who possesses a Regular Management Certificate issued by the California Commission on Peace Officer Standards and Training (POST) and who possesses a master's degree issued by an accredited college or university or has successfully completed the State of California Commission on Peace Officer Standards and Training Law Enforcement Command College program or the Federal Bureau of Investigation National Academy Training Program shall receive one thousand five hundred dollars ($1500) per month.
  - Effective July 13, 2026, the monthly POST certification amount will increase to $2000/month.

p. Compensation Review

The City is committed to providing a compensation program that supports the recruitment and retention of a qualified workforce. Compensation shall be established and maintained in a manner that is competitive with the external labor market, internally equitable, and fiscally responsible, and as guided by the City's Compensation Policy.

The City strives to conduct periodic compensation studies of benchmark classifications to assess market competitiveness, in accordance with the City's Compensation Policy. The City aims to conduct such studies on an approximate five (5) year cycle, subject to available resources and organizational priorities.

3. LEAVES

a. VACATION

Full-time employees shall accrue vacation as follows:

Years of Service	Accrual Rate Per Pay Period	Accrual Rate Per Pay Year
1	3.10	80.6
2 - 5	4.62	120.12
6-10	5.23	135.98
11-15	6.19	160.94
16-19	6.93	180.18
20+	7.40	192.4

*Probationary employees must satisfactorily complete their probationary period before being advanced to the second-year accrual rate.

Vacation Accumulation

Management Confidential and Confidential employees may accumulate up to three hundred seventy-five (375) hours of vacation. Executive Management employees may accumulate up to four hundred (400) hours of vacation.

Vacation accrual shall cease upon reaching the applicable maximum and shall resume once the employee's balance falls below the applicable cap. Employees are responsible for monitoring their vacation balances.

Vacation Cash Out

Employees may cash out up to eighty-five (85) hours of vacation semi-annually in June and December, provided a minimum balance of forty (40) hours is maintained at the time of cash out. The City Manager may suspend this provision in the event of a demonstrated fiscal crisis.

Employees must make an irrevocable election during the month of December to participate in vacation cash out for the following calendar year. Failure to submit an election shall be deemed a waiver of participation for that year.

Employees are responsible for ensuring sufficient vacation hours are available at the time of cash out. If sufficient hours are not available, the employee shall receive only the available balance, if any.

b. SICK LEAVE

Sick leave shall accrue at the rate of 3.7 hours per pay period. Employees may accumulate sick leave without limit.

Sick leave may be used in accordance with the City's Personnel Rules.

Upon retirement, unused sick leave may be converted to CalPERS service credit in accordance with applicable law.

c. ADMINISTRATIVE LEAVE

i. **Management Confidential**

Each payroll year, in recognition of the expectation that management employees work the hours necessary to fulfill the duties and responsibilities of their positions, eighty (80) hours of administrative leave shall be granted.

ii. **Executive Management**

Each payroll year, executive management employees shall be granted administrative leave as follows:

- One hundred twelve (112) hours: Administrative Services Director; Assistant City Manager, Community Development Director; Innovation and Economic Development Director; Library Services Director; Police Chief; Public Works Director.
- Ninety-six (96) hours: Deputy City Manager; Deputy City Manager/City Clerk.

Administrative leave must be used within the calendar year in which it is granted and shall not be carried over. For new employees, administrative leave shall be prorated based on the employee's date of hire and on the number of full months remaining in the calendar year.

d. PERSONAL LEAVE

i. **Confidential Employees**

Confidential employees shall be eligible for sixteen (16) hours of personal leave per year. Employees shall receive an additional eight (8) hours of personal leave every five (5) years of service, up to a maximum of forty (40) hours per year.

Employees must complete six (6) months of service prior to becoming eligible for personal leave. Personal leave must be used within the calendar year in which it is granted and shall not be carried over.

e. PARENTAL LEAVE

Any employee who becomes a parent through birth, adoption, or foster care placement may use up to four (4) regularly scheduled workdays of sick leave to be with the child.

Such leave shall be in addition to, and may be used in conjunction with, leave provided under the City's Personnel Rules and Regulations.

Use of this leave shall run concurrently with any applicable leave under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as applicable.

f. BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted time off, not to exceed the equivalent of three (3) regularly scheduled workdays for full-time employees. The immediate family shall be defined as any of the following of the employee, the employee's spouse, or the employee's domestic partner:

- Spouse or registered domestic partner
- Child(ren)

- Parents
- Siblings
- Grandparents
- Grandchildren
- A relative residing in the employee's home or dependent upon the employee for full support.

In the event of the death of an employee's non-immediate family, an employee may use up to the equivalent of three (3) regularly scheduled workdays of accumulated sick leave. The non-immediate family shall be defined as any of the following of the employee, the employee's spouse, or the employee's registered domestic partner:

- Aunt or Uncle

Employees may supplement the paid bereavement leave in paragraph (a) with accrued leave (including vacation, administrative leave, or sick leave) to reach a total of five (5) workdays of time off per incident of bereavement. Employees may schedule additional time off, as needed, using accrued vacation or administrative leave with the approval of their supervisor.

g. HOLIDAYS

Holiday provisions shall be governed by the City of Livermore Personnel Rules and Regulations.

City offices shall be closed in observance of the following holidays, except for departments requiring alternative hours of operation:

(1) New Year's Day
(2) Martin Luther King, Jr. Day (third Monday of January)
(3) President's Day (third Monday of February)
(4) Memorial Day (last Monday of May)
(5) Independence Day
(6) Labor Day (first Monday of September)
(7) Veteran's Day
(8) Thanksgiving Day
(9) Day after Thanksgiving Day
(10) December Twenty-fourth (24th)
(11) December Twenty-fifth (25th)
(12) December Thirty-first (31st)

Employees must be in a paid status on the workday immediately preceding and following a holiday to be eligible for holiday pay.

i. **Executive Management and Management Confidential**
Employees shall be eligible to take authorized holidays off with pay or receive an in-lieu day off with pay when required to work, as approved in advance by the Department Head.

ii. **Confidential Employees**
Employees shall be eligible to take authorized holidays off with pay. If a holiday falls on an employee's regularly scheduled day off, the employee shall receive an in-lieu day off, not to exceed eight (8) hours of pay, in the same or next pay period.

4. <u>INSURANCES AND HEALTH CARE</u>

a. HEALTH CARE BENEFITS

The City shall provide a monthly contribution toward health, dental, and vision premiums in the amount of one thousand nine hundred fifty dollars ($1,950) per eligible employee. This amount shall be prorated for employees scheduled to work less than full-time.

Any unused portion of the City's contribution shall be paid to the employee as taxable income.

b. LIFE INSURANCE

i. **Management Confidential and Confidential Employees**
Eligible employees shall receive basic life insurance coverage in the amount of one hundred fifty thousand dollars ($150,000), and dependent life insurance coverage in the amount of one thousand dollars ($1,000), under the City's Life Insurance Program. The City shall pay the full cost of this coverage. Eligible employees may purchase additional or supplemental life insurance coverage at their own expense.

ii. **Executive Management Employees**
Eligible executive management employees shall receive basic term life insurance coverage in the amount of one hundred seventy-five thousand dollars ($175,000), and dependent life insurance coverage in the amount of one thousand dollars ($1,000), under the City's Life Insurance Program. The City shall pay the full cost of this coverage. Eligible employees may purchase additional or supplemental life insurance coverage at their own expense.

c. LONG TERM DISABILITY INSURANCE (LTD)

The City shall provide a Long-Term Disability Insurance program and shall pay the full cost of premiums. The plan shall provide a monthly benefit equal to sixty percent (60%) of base monthly earnings, up to a maximum benefit of six thousand dollars ($6,000) per month.

d. RETIREE HEALTH BENEFIT

Eligibility

i. Executive management, management confidential, and confidential employees who currently qualify for a retiree health benefit will have their retiree health benefit calculated based on the following table:

CALPERS Years of Service	City's Contribution
10	$1,462.50
15	$1,560.00
20	$1,755.00
25+	$1,950.00

Benefit

The reimbursement amount shall be limited to the actual cost of medical insurance for the retiree and eligible dependents and shall not exceed the maximum amount for which the retiree qualifies based on years of service.

Upon the retiree's eligibility for Medicare, the City will reimburse an amount including the cost of Medicare Parts A and B, if the employee is required to obtain such parts to secure medical coverage. The total amount of the reimbursement will not exceed the retiree's maximum benefit amount.

The employee must have retired within 120 days of their last day of employment with the City of Livermore. If both husband and wife are in the same bargaining unit and both eligible for the retiree health benefit, both must be retired before they would be eligible for the retiree health benefit. The 120 day retirement requirement will apply when the second spouse retires. When both are retired, each will be eligible for the benefit amount. If the retirees divorce, each will continue to receive a benefit.

The employee must have obtained a minimum of ten (10) years of service credit working for a CalPERS covered employer, which includes a minimum of five (5) years of full-time employment or equivalent with the City of Livermore. The total years of service working for a CalPERS covered employer will be validated by PERS and/or the employee's former employers at the time of retirement.

A surviving spouse of a deceased retiree will be eligible to receive reimbursement in an amount equal to 50% of the reimbursement amount in effect at the time of death of the retiree. The surviving spouse must have been married to the retiree at the time of retirement. Eligibility for this benefit will cease upon remarriage or death of the spouse.

e. RETIREE HEALTH SAVINGS (RHS)

i. **Management Confidential and Confidential Employees**
Employees hired into Management Confidential or Confidential positions on or after February 1, 2006, or elected to opt out of the Retiree Health Benefit, shall be enrolled in a Retirement Health Savings (RHS) plan administered by a third-party administrator selected by the City. The City shall contribute four percent (4%) of the employee's base salary to the employee's RHS account.

ii. **Executive Management Employees**
Employees hired into Executive Management positions on or after August 1, 2014, shall be enrolled in the RHS plan. The City shall contribute four percent (4%) of the employee's base salary to the employee's RHS account.

5. <u>RETIREMENT</u>

The City of Livermore participates in the California Public Employees' Retirement System (CalPERS) for employee retirement benefits.

i. **Executive Management (minus Police Chief), Management Confidential, and Confidential Employees**

Employees hired prior to December 30, 2012 are enrolled in the 2.7% @ 55 formula with a one-year final compensation and shall pay the full eight percent (8%) employee contribution.

New employees are enrolled in the 2% @ 60 or 2% @ 62 formula depending on eligibility, as per AB 340.

Effective December 30, 2012, newly hired employees who qualify as classic CalPERS members, shall be covered by the 2% at 60 retirement formula with three-year final compensation and shall pay the full seven percent (7%) employee contribution.

Effective January 1, 2013. employees who are new members to CalPERS, as defined by the Public Employees' Pension Reform Act (PEPRA), shall be covered by the 2% at 62 retirement formula with three-year final compensation. Such employees shall pay the employee contribution required under PEPRA, which is

currently seven and a half percent (7.5%) which is equal to fifty percent (50%) of the normal cost of the plan.

The following benefits shall apply to all CalPERS tiers: sick leave credit, Fourth Level 1959 Survivor Benefit, and military service credit.

ii. **Police Chief**

Employees hired prior to December 30, 2012 are enrolled in the 3% @ 50 formula with a one-year final compensation and shall pay the full nine percent (9%) employee contribution.

New employees are enrolled in the 3% @ 55 or 2.7% @ 57 formula depending on eligibility, as per AB 340.

Effective December 30, 2012, newly hired employees who qualify as classic CalPERS members, shall be covered by the 3% at 55 retirement formula with three-year final compensation and shall pay the nine percent (9%) employee contribution.

Effective January 1, 2013. employees who are new members to CalPERS, as defined by the Public Employees' Pension Reform Act (PEPRA), shall be covered by the 2.7% at 57 retirement formula with three-year final compensation. Such employees shall pay the employee contribution required under PEPRA, which is currently thirteen and three quarters percent (13.75%) which is equal to fifty percent (50%) of the normal cost of the plan.

The following benefits shall apply to all CalPERS tiers: sick leave credit, Fourth Level 1959 Survivor Benefit, and military service credit.

6. PART-TIME EMPLOYEES

Part-time employees shall be eligible for benefits provided under this Plan on a prorated basis, based on their status as a three-quarter or half time budget allocation.

7. MISCELLANEOUS

The City of Livermore Personnel Rules and Regulations and policies established by the City Manager will govern all working conditions not addressed in this plan.

Attachment A

Executive Management

1235 Police Chief
1200 Assistant City Manager
1220 Community Development Director
1215 Administrative Services Director
1240 Public Works Director
1225 Innovation & Economic Development Director
1230 Library Services Director
1205 Deputy City Manager
1210 Deputy City Manager/City Clerk

Management Confidential

2405 Assistant Administrative Services Director
2440 Assistant City Attorney, Senior
2442 Assistant City Attorney
2400 Assistant to the City Manager
2444 Deputy City Attorney
2420 Human Resources Manager
2450 Human Resources Analyst, Senior
2411 Human Resources Analyst II
2410 Human Resources Analyst I
2460 Management Analyst, Senior
2431 Management Analyst II
2430 Management Analyst I
2465 Risk Manager

Confidential

2600 Administrative Receptionist
2610 Administrative Specialist I
2611 Administrative Specialist II
2620 Executive Assistant
2630 Human Resources Clerk I
2631 Human Resources Clerk II
2640 Human Resources Technician
2650 Law Office Supervisor
2660 Legal Assistant

LIVERMORE
CALIFORNIA

Executive Management, Management Confidential, and Confidential Employee Compensation Plan

Effective: July 1, 2025

1. INTRODUCTION

a. PURPOSE

This Compensation Plan ("Plan") establishes the salaries, benefits, and other terms and conditions of employment for executive management, management confidential, and confidential employees of the City of Livermore.

b. AUTHORITY

This Plan is adopted by resolution of the City Council and shall remain in effect until amended or repealed by the City Council. The City Manager or their designee is authorized to administer, implement, and interpret the provisions of this Plan.

c. SCOPE

The provisions of this Plan apply to all positions designated as executive management, management confidential, or confidential as identified in attachment A. Employees covered by this Plan are not represented by a recognized employee organization.

2. SALARIES AND OTHER COMPENSATION

a. SALARIES

i. Management Confidential and Confidential Employees

Salary increases for classifications designated as management confidential and confidential shall be consistent with those provided to the Livermore Management Group (LMG) and shall be implemented on the same effective dates as LMG.

- Effective for the pay period beginning July 14, 2025, salaries for management confidential and confidential employees will reflect an increase of five percent (5%).
- Subsequent years will include the following increases to base salary:
  - Effective July 13, 2026 – 3%
  - Effective July 12, 2027 – 3%
  - Effective July 10, 2028 – 3%
- In recognition of rising medical costs, the City will increase base salaries as follows:
  - Effective July 14, 2025 – 1%
  - Effective July 13, 2026 – 1%

ii. Executive Management Employees

Salary increases for classifications designated as executive management shall be consistent with those provided to LMG; however, such increases shall be effective the second pay period in November, unless otherwise approved by the City Council.

- Effective for the pay period beginning November 17, 2025, salaries for executive management classifications will reflect an increase of five percent (5%).
- Subsequent years will include the following increases to base salary:
  - Effective November 16, 2026 – 3%
  - Effective November 15, 2027 – 3%
  - Effective November 13, 2028 – 3%
- In recognition of rising medical costs, the City will increase base salaries as follows:
  - Effective November 17, 2025 – 1%
  - Effective November 16, 2026 – 1%

iii. **Police Chief**

The Police Chief shall receive salary increases consistent with those provided to the Police Management Unit and shall be eligible for medical benefits consistent with those provided to executive management employees. Additional benefits specific to the Police Chief are identified only where expressly noted in this Plan.

- Effective July 14, 2025, the salary for the Police Chief will reflect an increase of five percent (5%) and an internal equity adjustment of five percent (5%).
- Subsequent years will include the following increases to base salary:
  - Effective July 13, 2026 – 3%
  - Effective July 12, 2027 – 3%
  - Effective July 10, 2028 – 3%
- Subsequent years will include the following internal equity adjustments:
  - Effective July 13, 2026 – 2%
  - Effective July 12, 2027 – 1%
- In recognition of rising medical costs, the City will increase the Police Chief's base salary as follows:
  - Effective July 14, 2025 – 1%
  - Effective July 13, 2026 – 1%

b. OVERTIME COMPENSATION

For classifications deemed to be FLSA non-exempt employees, overtime will be paid in accordance with the Fair Labor Standards Act (FLSA).

c. SUPERVISORY DIFFERENTIAL PAY

It shall be the policy of the City to recognize supervisory responsibilities of management employees by providing a differential in base salary between the supervising management employee and the subordinate employee(s). The amount of differential

shall be based on the actual dollars of the subordinate employee's base salary, not on salary ranges. The minimum amount of differential to be paid to the management employee shall be:

- 10% above a non-management subordinate
- 7.5% above a management subordinate

Procedures and Conditions
The differential shall apply only when there is a direct and immediate departmental supervisory relationship. The City Manager shall be the final decision maker of the supervisory relationship involving a department head. For all determinations within a department not involving a department head, the department head shall make a recommendation to the City Manager of the nature of the supervisory relationship and the City Manager shall be the final decision maker of the supervisory relationship.

Approval
Differential adjustments shall not be made without the City Manager’s approval.

Determination of Amount
The amount of differential shall be based on the actual dollars of the subordinate employee’s base salary, not on the salary range.

Effective Date of Adjustment
The differential adjustment in the supervisor’s salary shall be effective on the first day of the pay period concurrent with or immediately following the effective date of the subordinate employee’s increase in base salary.

Multiple Position Supervisory Classification
If a supervisory classification has more than one allocated position and more than one rate of base salary for incumbent employees due to time in class or other reason, the supervisory differential adjustment shall be determined solely on the basis of the individual difference between subordinate and supervisor base salaries meaning that each supervisor’s differential shall be calculated independently based on their own base salary and that of their subordinates.

Temporary Assignments
Temporary or acting assignments will be considered as separate actions and shall not be cause for differential adjustments based upon supervisor relationships.

Probationary Employee
Probationary status shall not disqualify an otherwise eligible employee from receiving the supervisory differential.

d. ACTING PAY

An employee assigned to perform substantially the duties of a higher job classification as determined by the department head (or the City Manager, in the absence of the department head) for at least five (5) consecutive workdays, shall receive acting pay.

An employee shall be paid the starting rate of the salary established for the salary range of the temporary assignment. An exception to this will be made if this salary rate is less than 5% over the employee's current base salary rate. In that circumstance, the employee will receive the amount within the range that represents a 5% increase over the employee's current base salary rate.

An employee whose acting assignment is expected to exceed 30 calendar days, due to a vacancy or coverage for an extended leave of absence, and whose assignment includes a high degree of complexity and/or increased level of supervisory responsibilities, as determined by the department head, may be eligible to receive up to 7.5% over the employee's base salary, subject to the approval of the Administrative Services Director.

If the acting assignment requires supervision, the employee will receive no less than 2.5% over the highest compensated employee supervised. In no event shall the rate exceed the top of the range of the assigned classification.

If an employee is assigned to an acting assignment for 12 months, the department head or City Manager may provide an additional increase of up to 7% or the maximum of the range, whichever is less.

e. SPECIAL PROJECTS PAY

Eligibility. An employee assigned to perform management duties by the department head to facilitate the completion of a project requiring skills and knowledge greater than those of the employee’s normal duties for a period of at least 30 calendar days, shall receive Special Projects Pay.

Rate of Pay. An employee who qualifies for Special Project Pay described in “Eligibility” shall be paid 5%-7% over the employee’s current salary as determined by the City Manager. An exception will be made if the project includes full supervision of other employees. In such a situation, the employee will be paid the 5%-7%, referenced above plus an additional percentage as necessary to ensure that the Special Projects Pay reflects a differential of 2.5% over the highest compensated position supervised. In an employee performs in a special project assignment for 12 months, the City Manager

may provide an additional increase of up to 7% effective the beginning of the 13th month.

f. BILINGUAL PAY

Employees who utilize a qualifying language in the performance of their assigned duties, demonstrate competency through testing, are certified by their department head, and approved by the Administrative Services Director, shall receive bilingual pay of sixty dollars ($60.00) per pay period. Bilingual pay shall commence with the first pay period following certification and shall continue for as long as the employee remains certified.

Bilingual pay shall apply to the following languages: Spanish, Vietnamese, Arabic, Farsi, Mandarin, Cantonese, Cambodian, Sign Language, and other languages as determined by the Administrative Services Director.

Employees receiving bilingual pay shall be subject to periodic recertification through the City's current procedure, as a condition of continued eligibility.

g. TUITION REIMBURSMENT

Employees are eligible to participate in the tuition reimbursement plan detailed in Administrative Regulation #14. Reimbursement shall be paid at a rate of 75% of verified costs for books and tuition with a limit of $4000/fiscal year for undergraduate program, maximum lifetime of $16,000 and $5000/fiscal year for a graduate program with a maximum lifetime of $10,000.

h. LICENSES AND CERTIFICATIONS

Licenses and Certifications: The City will reimburse employees for the cost of state or other licensing or certification when such licensing or certification is verified by the department head as a requirement for the job. If an employee fails a test required to gain certification, the City will not pay for costs associated specifically with the retesting portion of the certification fee. Should an employee leave the employment of the City of Livermore, he/she shall proportionately reimburse the City for any time remaining in the certification period.

Regulations and procedures covering course work for certifications are covered in the Administrative Regulation #14, "Tuition Reimbursement" except as follows - reimbursement for course work required to maintain a required license or certification will be made at the rate of 100% upon verification by the department head that the course work is required to maintain certification.

Professional Memberships: Professional memberships required as part of the employee's professional licensure or certification as verified by the department head

shall be reimbursed at 100%. City reimbursement for professional memberships not so required will be considered as part of the budgetary process, subject to the City Manager's determination.

i. DEFFERED COMPENSATION

i. **Deferred Compensation 457 Plan**
Employees shall be able to participate in the deferred compensation program that the City may establish, administer, revise, sponsor, or make available to eligible employees. The City will contribute $185 per pay period with a required matching employee contribution of $75 per pay period.

ii. **Defined Contribution 401(a) - Executive Management Employees Only**
Participation in the City's defined contribution plan is voluntary. The City shall not make employer contributions to this plan. Eligible employees must enroll within sixty (60) days of hire to participate.

Enrollment in the Plan requires an irrevocable election, in accordance with applicable law, to participate in one of the following, subject to applicable Internal Revenue Service (IRS) limits:

- Pre-Tax Salary Contribution: A contribution of zero percent (0%) to fifteen percent (15%) of base salary on a pre-tax basis; and/or
- Leave Conversion Contribution: A contribution of eligible leave balances, including vacation and administrative leave, once a year; and/or
- Vacation upon Separation: An irrevocable election for final pay contribution of accrued vacation leave only.

j. HEALTH CLUB REIMBURSEMENT

i. **Management Confidential and Confidential Employees**
The City shall reimburse employees for the cost of monthly dues charged by a health or fitness club of the employee's choice, as approved by the City Manager. Reimbursement shall not exceed one hundred dollars ($100) per month.

A health and fitness club includes exercise facilities, yoga studios, aerobic training facilities, monthly subscriptions to virtual online fitness classes and programs, martial arts studios, and similar establishments. Excluded from reimbursement are country club memberships, golf course memberships, food-based subscriptions, and other similar recreational facilities.

The determination of the Administrative Services Director regarding eligibility for reimbursement under this section shall be final and not subject to appeal.

ii. **Executive Management Employees**
Executive management employees shall be eligible for health club reimbursement in accordance with subsection (i); however, the reimbursement amount shall not exceed one hundred twenty-five dollars ($125) per month.

k. CELL PHONE

i. **Management Confidential and Confidential Employees**
Eligibility for cell phone allowance shall be determined in accordance with Administrative Regulation #36.

ii. **Executive Management Employees**
Executive management employees shall receive a cell phone allowance of ninety dollars ($90) per month.

l. CAR ALLOWANCE - EXECUTIVE MANAGEMENT ONLY
Executive management employees (excluding the Police Chief) shall receive a car allowance of three hundred and fifty dollars ($350) per month effective July 13, 2026. The Police Chief shall be assigned a City take-home vehicle in lieu of a call allowance.

m. SEVERANCE PAY – EXECUTIVE MANAGEMENT ONLY
Executive management employees shall be eligible for severance pay equal to three (3) months of salary and benefits upon termination for reasons other than cause.

n. UNIFORM ALLOWANCE – POLICE CHIEF ONLY
The Police Chief shall be eligible for a uniform allowance consistent with that provided to the Police Management Association (PMA). The uniform allowance shall be one thousand three hundred dollars ($1,300) annually and shall be paid in equal amounts for each pay period as earned.

o. POST PAY – POLICE CHIEF ONLY
The Police Chief shall be eligible for POST certification pay consistent with that provided to the Police Management Association (PMA).

- Effective July 14, 2025, a Police Chief who possesses a Regular Management Certificate issued by the California Commission on Peace Officer Standards and Training (POST) shall receive one thousand four hundred fifty dollars ($1450) per month.

  - Effective July 13, 2026, the monthly POST certification amount will increase to $1950/month.
- Effective July 14, 2025, a Police Chief who possesses a Regular Management Certificate issued by the California Commission on Peace Officer Standards and Training (POST) and who possesses a master's degree issued by an accredited college or university or has successfully completed the State of California Commission on Peace Officer Standards and Training Law Enforcement Command College program or the Federal Bureau of Investigation National Academy Training Program shall receive one thousand five hundred dollars ($1500) per month.
  - Effective July 13, 2026, the monthly POST certification amount will increase to $2000/month.

p. Compensation Review

The City is committed to providing a compensation program that supports the recruitment and retention of a qualified workforce. Compensation shall be established and maintained in a manner that is competitive with the external labor market, internally equitable, and fiscally responsible, and as guided by the City's Compensation Policy.

The City strives to conduct periodic compensation studies of benchmark classifications to assess market competitiveness, in accordance with the City's Compensation Policy. The City aims to conduct such studies on an approximate five (5) year cycle, subject to available resources and organizational priorities.

3. LEAVES

a. VACATION

Full-time employees shall accrue vacation as follows:

Years of Service	Accrual Rate Per Pay Period	Accrual Rate Per Pay Year
1	3.10	80.6
2 - 5	4.62	120.12
6-10	5.23	135.98
11-15	6.19	160.94
16-19	6.93	180.18
20+	7.40	192.4

*Probationary employees must satisfactorily complete their probationary period before being advanced to the second-year accrual rate.

Vacation Accumulation

Management Confidential and Confidential employees may accumulate up to three hundred seventy-five (375) hours of vacation. Executive Management employees may accumulate up to four hundred (400) hours of vacation.

Vacation accrual shall cease upon reaching the applicable maximum and shall resume once the employee's balance falls below the applicable cap. Employees are responsible for monitoring their vacation balances.

Vacation Cash Out

Employees may cash out up to eighty-five (85) hours of vacation semi-annually in June and December, provided a minimum balance of forty (40) hours is maintained at the time of cash out. The City Manager may suspend this provision in the event of a demonstrated fiscal crisis.

Employees must make an irrevocable election during the month of December to participate in vacation cash out for the following calendar year. Failure to submit an election shall be deemed a waiver of participation for that year.

Employees are responsible for ensuring sufficient vacation hours are available at the time of cash out. If sufficient hours are not available, the employee shall receive only the available balance, if any.

b. SICK LEAVE

Sick leave shall accrue at the rate of 3.7 hours per pay period. Employees may accumulate sick leave without limit.

Sick leave may be used in accordance with the City's Personnel Rules.

Upon retirement, unused sick leave may be converted to CalPERS service credit in accordance with applicable law.

c. ADMINISTRATIVE LEAVE

i. **Management Confidential**

Each payroll year, in recognition of the expectation that management employees work the hours necessary to fulfill the duties and responsibilities of their positions, eighty (80) hours of administrative leave shall be granted.

ii. **Executive Management**

Each payroll year, executive management employees shall be granted administrative leave as follows:

- One hundred twelve (112) hours: Administrative Services Director; Assistant City Manager, Community Development Director; Innovation and Economic Development Director; Library Services Director; Police Chief; Public Works Director.
- Ninety-six (96) hours: Deputy City Manager; Deputy City Manager/City Clerk.

Administrative leave must be used within the calendar year in which it is granted and shall not be carried over. For new employees, administrative leave shall be prorated based on the employee's date of hire and on the number of full months remaining in the calendar year.

d. PERSONAL LEAVE

i. **Confidential Employees**

Confidential employees shall be eligible for sixteen (16) hours of personal leave per year. Employees shall receive an additional eight (8) hours of personal leave every five (5) years of service, up to a maximum of forty (40) hours per year.

Employees must complete six (6) months of service prior to becoming eligible for personal leave. Personal leave must be used within the calendar year in which it is granted and shall not be carried over.

e. PARENTAL LEAVE

Any employee who becomes a parent through birth, adoption, or foster care placement may use up to four (4) regularly scheduled workdays of sick leave to be with the child.

Such leave shall be in addition to, and may be used in conjunction with, leave provided under the City's Personnel Rules and Regulations.

Use of this leave shall run concurrently with any applicable leave under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as applicable.

f. BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted time off, not to exceed the equivalent of three (3) regularly scheduled workdays for full-time employees. The immediate family shall be defined as any of the following of the employee, the employee's spouse, or the employee's domestic partner:

- Spouse or registered domestic partner
- Child(ren)

- Parents
- Siblings
- Grandparents
- Grandchildren
- A relative residing in the employee's home or dependent upon the employee for full support.

In the event of the death of an employee's non-immediate family, an employee may use up to the equivalent of three (3) regularly scheduled workdays of accumulated sick leave. The non-immediate family shall be defined as any of the following of the employee, the employee's spouse, or the employee's registered domestic partner:

- Aunt or Uncle

Employees may supplement the paid bereavement leave in paragraph (a) with accrued leave (including vacation, administrative leave, or sick leave) to reach a total of five (5) workdays of time off per incident of bereavement. Employees may schedule additional time off, as needed, using accrued vacation or administrative leave with the approval of their supervisor.

g. HOLIDAYS

Holiday provisions shall be governed by the City of Livermore Personnel Rules and Regulations.

City offices shall be closed in observance of the following holidays, except for departments requiring alternative hours of operation:

(1) New Year's Day
(2) Martin Luther King, Jr. Day (third Monday of January)
(3) President's Day (third Monday of February)
(4) Memorial Day (last Monday of May)
(5) Independence Day
(6) Labor Day (first Monday of September)
(7) Veteran's Day
(8) Thanksgiving Day
(9) Day after Thanksgiving Day
(10) December Twenty-fourth (24th)
(11) December Twenty-fifth (25th)
(12) December Thirty-first (31st)

Employees must be in a paid status on the workday immediately preceding and following a holiday to be eligible for holiday pay.

i. **Executive Management and Management Confidential**
Employees shall be eligible to take authorized holidays off with pay or receive an in-lieu day off with pay when required to work, as approved in advance by the Department Head.

ii. **Confidential Employees**
Employees shall be eligible to take authorized holidays off with pay. If a holiday falls on an employee's regularly scheduled day off, the employee shall receive an in-lieu day off, not to exceed eight (8) hours of pay, in the same or next pay period.

4. INSURANCES AND HEALTH CARE

a. HEALTH CARE BENEFITS

The City shall provide a monthly contribution toward health, dental, and vision premiums in the amount of one thousand nine hundred fifty dollars ($1,950) per eligible employee. This amount shall be prorated for employees scheduled to work less than full-time.

Any unused portion of the City's contribution shall be paid to the employee as taxable income.

b. LIFE INSURANCE

i. **Management Confidential and Confidential Employees**
Eligible employees shall receive basic life insurance coverage in the amount of one hundred fifty thousand dollars ($150,000), and dependent life insurance coverage in the amount of one thousand dollars ($1,000), under the City's Life Insurance Program. The City shall pay the full cost of this coverage. Eligible employees may purchase additional or supplemental life insurance coverage at their own expense.

ii. **Executive Management Employees**
Eligible executive management employees shall receive basic term life insurance coverage in the amount of one hundred seventy-five thousand dollars ($175,000), and dependent life insurance coverage in the amount of one thousand dollars ($1,000), under the City's Life Insurance Program. The City shall pay the full cost of this coverage. Eligible employees may purchase additional or supplemental life insurance coverage at their own expense.

c. LONG TERM DISABILITY INSURANCE (LTD)

The City shall provide a Long-Term Disability Insurance program and shall pay the full cost of premiums. The plan shall provide a monthly benefit equal to sixty percent (60%) of base monthly earnings, up to a maximum benefit of six thousand dollars ($6,000) per month.

d. RETIREE HEALTH BENEFIT

Eligibility

i. Executive management, management confidential, and confidential employees who currently qualify for a retiree health benefit will have their retiree health benefit calculated based on the following table:

CALPERS Years of Service	City's Contribution
10	$1,462.50
15	$1,560.00
20	$1,755.00
25+	$1,950.00

Benefit

The reimbursement amount shall be limited to the actual cost of medical insurance for the retiree and eligible dependents and shall not exceed the maximum amount for which the retiree qualifies based on years of service.

Upon the retiree's eligibility for Medicare, the City will reimburse an amount including the cost of Medicare Parts A and B, if the employee is required to obtain such parts to secure medical coverage. The total amount of the reimbursement will not exceed the retiree's maximum benefit amount.

The employee must have retired within 120 days of their last day of employment with the City of Livermore. If both husband and wife are in the same bargaining unit and both eligible for the retiree health benefit, both must be retired before they would be eligible for the retiree health benefit. The 120 day retirement requirement will apply when the second spouse retires. When both are retired, each will be eligible for the benefit amount. If the retirees divorce, each will continue to receive a benefit.

The employee must have obtained a minimum of ten (10) years of service credit working for a CalPERS covered employer, which includes a minimum of five (5) years of full-time employment or equivalent with the City of Livermore. The total years of service working for a CalPERS covered employer will be validated by PERS and/or the employee's former employers at the time of retirement.

A surviving spouse of a deceased retiree will be eligible to receive reimbursement in an amount equal to 50% of the reimbursement amount in effect at the time of death of the retiree. The surviving spouse must have been married to the retiree at the time of retirement. Eligibility for this benefit will cease upon remarriage or death of the spouse.

e. RETIREE HEALTH SAVINGS (RHS)

i. **Management Confidential and Confidential Employees**
Employees hired into Management Confidential or Confidential positions on or after February 1, 2006, or elected to opt out of the Retiree Health Benefit, shall be enrolled in a Retirement Health Savings (RHS) plan administered by a third-party administrator selected by the City. The City shall contribute four percent (4%) of the employee's base salary to the employee's RHS account.

ii. **Executive Management Employees**
Employees hired into Executive Management positions on or after August 1, 2014, shall be enrolled in the RHS plan. The City shall contribute four percent (4%) of the employee's base salary to the employee's RHS account.

5. <u>RETIREMENT</u>

The City of Livermore participates in the California Public Employees' Retirement System (CalPERS) for employee retirement benefits.

i. **Executive Management (minus Police Chief), Management Confidential, and Confidential Employees**

Employees hired prior to December 30, 2012 are enrolled in the 2.7% @ 55 formula with a one-year final compensation and shall pay the full eight percent (8%) employee contribution.

New employees are enrolled in the 2% @ 60 or 2% @ 62 formula depending on eligibility, as per AB 340.

Effective December 30, 2012, newly hired employees who qualify as classic CalPERS members, shall be covered by the 2% at 60 retirement formula with three-year final compensation and shall pay the full seven percent (7%) employee contribution.

Effective January 1, 2013. employees who are new members to CalPERS, as defined by the Public Employees' Pension Reform Act (PEPRA), shall be covered by the 2% at 62 retirement formula with three-year final compensation. Such employees shall pay the employee contribution required under PEPRA, which is

currently seven and a half percent (7.5%) which is equal to fifty percent (50%) of the normal cost of the plan.

The following benefits shall apply to all CalPERS tiers: sick leave credit, Fourth Level 1959 Survivor Benefit, and military service credit.

ii. **Police Chief**

Employees hired prior to December 30, 2012 are enrolled in the 3% @ 50 formula with a one-year final compensation and shall pay the full nine percent (9%) employee contribution.

New employees are enrolled in the 3% @ 55 or 2.7% @ 57 formula depending on eligibility, as per AB 340.

Effective December 30, 2012, newly hired employees who qualify as classic CalPERS members, shall be covered by the 3% at 55 retirement formula with three-year final compensation and shall pay the nine percent (9%) employee contribution.

Effective January 1, 2013. employees who are new members to CalPERS, as defined by the Public Employees' Pension Reform Act (PEPRA), shall be covered by the 2.7% at 57 retirement formula with three-year final compensation. Such employees shall pay the employee contribution required under PEPRA, which is currently thirteen and three quarters percent (13.75%) which is equal to fifty percent (50%) of the normal cost of the plan.

The following benefits shall apply to all CalPERS tiers: sick leave credit, Fourth Level 1959 Survivor Benefit, and military service credit.

6. PART-TIME EMPLOYEES

Part-time employees shall be eligible for benefits provided under this Plan on a prorated basis, based on their status as a three-quarter or half time budget allocation.

7. MISCELLANEOUS

The City of Livermore Personnel Rules and Regulations and policies established by the City Manager will govern all working conditions not addressed in this plan.

Attachment A

Executive Management

1235 Police Chief
1200 Assistant City Manager
1220 Community Development Director
1215 Administrative Services Director
1240 Public Works Director
1225 Innovation & Economic Development Director
1230 Library Services Director
1205 Deputy City Manager
1210 Deputy City Manager/City Clerk

Management Confidential

2405 Assistant Administrative Services Director
2440 Assistant City Attorney, Senior
2442 Assistant City Attorney
2400 Assistant to the City Manager
2444 Deputy City Attorney
2420 Human Resources Manager
2450 Human Resources Analyst, Senior
2411 Human Resources Analyst II
2410 Human Resources Analyst I
2460 Management Analyst, Senior
2431 Management Analyst II
2430 Management Analyst I
2465 Risk Manager

Confidential

2600 Administrative Receptionist
2610 Administrative Specialist I
2611 Administrative Specialist II
2620 Executive Assistant
2630 Human Resources Clerk I
2631 Human Resources Clerk II
2640 Human Resources Technician
2650 Law Office Supervisor
2660 Legal Assistant



Resolution Approving the Executive Management, Management Confidential, and Confidential Employee Compensation Plan

July 13, 2026

Presented by: Kristen Hilton, Acting Administrative Services Director

CITY OF LIVERMORE

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Resolution approving the Executive Management, Management Confidential, and Confidential Compensation Plan

- Effective, January 1, 2026, SB 707 requires an oral summary before City Council takes final action on compensation for executive management employees.
- Codifies existing salaries, benefits, and employment provisions into a comprehensive plan. Previously approved compensation changes were implemented in July 2025 (Management Confidential, Confidential, Police Chief) and November 2025 (Executive Management).
- New Compensation Changes:
  - Increases the monthly vehicle allowance for designated department heads from $250 to $350.
  - POST Certificate Pay eligibility for the Police Chief, retroactive to July 1, 2025.

CITY OF LIVERMORE

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Recommendation

Staff recommends that the City Council adopt a resolution approving the Executive Management, Management Confidential, and Confidential Compensation Plan

CITY OF LIVERMORE CALIFORNIA

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Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type	Summary of Meeting or Event
Mayor Marchand	6/24/2026	City of Livermore	All-hands Staff meeting	Expressed gratitude to the staff for the work over the past year.
Mayor Marchand	6/25/2026	City of Livermore	TV30 Mayor's Report	Provided a summary of Livermore activities.
Mayor Marchand	6/25/2026	Chamber of Commerce	State of the County address	Attended and heard an update on County activities.
Mayor Marchand	6/25/2026	Alameda County Transportation Commission	Commission meeting	Approved SB63 funding framework and Rail Safety Construction Contract.
Mayor Marchand	6/26/2026	City of Livermore	150th Anniversary Celebration of Livermore's incorporation	Community celebration at Livermorium Plaza
Mayor Marchand	6/27/2026	Tri-Valley Nonprofit Alliance	In the Olivina Grove Fundraiser	Raised a lot of money for nonprofits.
Mayor Marchand	6/28/2026	Hindu Community and Cultural Center	Maha Rudra Yagam ceremony	Attended ceremony.
Mayor Marchand	6/29/2026	City of Livermore	Teen Academy Graduation	Attended and spoke at graduation, heard graduate speeches.
Mayor Marchand	7/2/2026	Chamber of Commerce	Ribbon-cutting	Grand Re-opening of Grocery Outlet , presented certificate.
Mayor Marchand	7/4/2026	City of Livermore	July 4th Celebration	Joined thousands of families and children at the Livermore airport celebrating the warbirds that fought in WWII, talked with first responders and veterans. Welcomed the crowds.
Mayor Marchand	7/6/2026	Livermore Amador Valley Transit Authority	Board meeting	Approved Comprehensive Investment Plan, award for transit signs and alternative transit plans.
Mayor Marchand	7/8/2026	San Joaquin Regional Rail Commission	Commission meeting	Approved capital and operating budget and MOU with Delta College to operate The Rail Academy of Central California (TRACC)
Mayor Marchand	7/8/2026	Alameda County Mayors Conference	Monthly meeting	Approved appointment to Commission on Aging, heard report on Pleasanton's Community Building Initiative.
Mayor Marchand	7/10/2026	City of Livermore	Grand opening	Spoke at the opening of Inertia, a fusion energy company in Livermore
Mayor Marchand	7/11/2026	Hindu Community and Cultural Center	40th Anniversary	Presented a certificate recognizing their 40th Anniversary.
Mayor Marchand	7/11/2026	City of Livermore	Ribbon-cutting	Welcomed Traditions Meat Company to Livermore.

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type	Summary of Meeting or Event
Vice Mayor Wang	6/23/2026	Livermore Amador Valley Transit Authority (LAVTA)	Finance & Administration Committee meeting	Approved resolutions and contracts to forward to LAVTA Board for approval; contracts include those for IT consulting, Atlantis Facility video surveillance system replacement, and cloud-based transit signal priority upgrade and expansion.
Vice Mayor Wang	6/23/2026	Quest Science Center	Speaker series at Bankhead Theater	Dr. Sharon Sha of the Stanford School of Medicine spoke on “The Resilient Brain”.
Vice Mayor Wang	6/25/2026	Alameda County Supervisor David Haubert	State of the County	Supervisor Haubert's presentation.
Vice Mayor Wang	6/26/2026	City of Livermore	Livermore 150th Anniversary celebration at Livermorium Plaza	Speech by Mayor Marchand, resolution from Senator Jerry McNerney, poem by Livermore's new Poet Laureate Faith Alpher, music by our student jazz band Element 116, and attendance by many community members.
Vice Mayor Wang	6/27/2026	Tri-Valley Nonprofit Alliance	Fundraiser	Dinner event at Olivina Olive Grove.
Vice Mayor Wang	6/29/2026	City of Livermore	Teen Academy graduation	Ceremony for 15 high school students who completed the City’s summer internship program; several made speeches; thank you to Assistant Library Director Nathan Brumley and the intern coaches in many departments at City Hall, Police Department, and Public Library.
Vice Mayor Wang	7/3/2026	Longevity Wines	Karaoke Night	Well attended event!
Vice Mayor Wang	7/4/2026	City of Livermore	4th of July celebration	Celebration at Livermore Municipal Airport; thank you to all the people who presented aircraft, food, music, and kids' activities; thank you to Wheels Bus for the free shuttles.
Vice Mayor Wang	7/6/2026	Livermore Amador Valley Transit Authority	Board meeting	Approved contracts forwarded by F&A Committee; authorize the Executive Director to execute all documents pertaining to the sale and transfer of land at the Livermore Transit Center to the City of Livermore; discussed alternative service plan if the Connect Bay Area Measure fails in November.

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type	Summary of Meeting or Event
Vice Mayor Wang	7/10/2026	Inertia Enterprises	Ribbon cutting	Celebration of the opening of a fusion energy company, working to commercialize the successes achieved at Lawrence Livermore National Laboratory.
Vice Mayor Wang	7/11/2026	Shiva-Vishnu Temple	40th anniversary celebration	I joined Mayor Marchand in celebrating the 40th anniversary of the biggest Hindu temple west of the Mississippi; the Temple has been a generous civic institution in our city, offering an annual health fair, tutoring for our students, and participation in the civic affairs of our city.

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type	Summary of Meeting or Event
Council Member Barrientos	6/26/2026	City of Livermore	Celebrating Livermore 150 yrs	Celebrating 150 of the City. Speeches, music and art.
Council Member Barrientos	6/26/2026	City of Livermore	Wine in the Grove/fund raiser	Several hundred supporters of LARPD attended. Purpose was to raise funds for Livermore Area Recreation and Park District (LARPD).
Council Member Barrientos	6/27/2026	City of Livermore	Live from the Grove	Fund raiser for TriValley Alliance.
Council Member Barrientos	7/4/2026	City of Livermore	Celebration	Celebration of the 4th of July.
Council Member Barrientos	7/8/2026	Community Monitor Committee	Meeting	Reviewed reports on dumping at the land fill.
Council Member Barrientos	7/9/2026	Stop Waste Board	Board meeting	Reviewed progress on reducing food waste and new labeling on food.
Council Member Barrientos	7/10/2026	City of Livermore	Ribbon Cutting	Celebrating the opening of Inertia a new fusion company.

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type
Council Member Branning	6/25/2026	CotyPAC	Cornhole Tournament
Council Member Branning	6/26/2026	City of Livermore	150th Anniversary
Council Member Branning	6/26/2026	LARPD Foundation	Wine Down in the Grove Fundraiser
Council Member Branning	7/12/2026	Hindu Community and Cultural Center	40th anniversary celebration

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type
Council Member Dunbar	6/29/2026	City of Livermore	Teen Academy Graduation
Council Member Dunbar	6/26/2026	City of Livermore	150th Anniversary Celebration
Council Member Dunbar	7/4/2026	City of Livermore	July 4th Celebration at the Airport
Council Member Dunbar	7/10/2026	Inertia	Grand Opening